



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of October 17, 2023 meeting agenda

REQUESTS AND COMMUNICATIONS

5. N.C. House Representative Erin Paré Presentation
6. Yard Waste Leaf Zone Collection

CONSENT AGENDA

7. Approve the minutes of the September 12, 2023 Workshop meeting and the September 19, 2023 business meeting.
8. Fiscal Year 2023-24 Budget Additions and Monthly Budget Amendment Report
9. Asset Inventory Assessments (AIA)
10. 1328 Piney Grove Wilbon Rd. - Voluntary Annexation A23-04
11. 12532 Holly Springs New Hill Rd. - Voluntary Annexation A22-08
12. Amendments to Bond Orders for the Issuance of Water and Sewer Revenue Bonds
13. Condemnation Resolution for Main St. Right Turn Lane (Bond) Project
14. Approve Consent Judgment for George Heelan Irrevocable Trust Condemnation- Friendship Force Main Project
15. Approve Contracts with Piedmont Service Group and CMS Controls for Town HVAC systems

PUBLIC HEARINGS

16. Friendship Innovation Park Rezoning 22-REZ-17 - Legislative Public Hearing
17. Friendship Innovation Master Plan Major Amendment - 21-MAS-04-A02 - Quasi-Judicial Public Hearing
18. Cass Holt Crossing Rezoning 22-REZ-15 - Legislative Public Hearing
19. Holly Springs-Cary Annexation Boundary Agreement Renewal - Legislative Public Hearing
20. Semi-Annual UDO Amendments 23-UDO-03 - Legislative Public Hearing

NEW BUSINESS

21. Yard Waste Ordinance Update and Cart Procurement

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 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Requests & Communications

Title: N.C. House Representative Erin Paré Presentation

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

Staff Resource: Mayor Mayefskie

Action(s):

N.C. House Representative Erin Paré to share comments on the recently approved State budget that includes \$15.8 million in directed legislative grants to Holly Springs.

Explanation:

- The Fiscal Year 2023-24 \$29.8 billion State budget became law on October 3, 2024.
- The State budget includes \$15.4 million to Holly Springs to support a water conveyance line construction partnership between the Towns of Holly Springs and Fuquay-Varina that will carry water to the two towns from an expanded water filtration facility at the City of Sanford.
- The State budget also includes \$400,000 to Holly Springs for technology upgrades to the Town's emergency 9-1-1 call center at the Police Department.
- Representative Paré advocated for the inclusion of these funds in the N.C. House budget and requested to share some comments about the funding.

Background:

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Requests & Communications

Title: Yard Waste Leaf Zone Collection

Strategic Priority Area: Safe & Friendly
Responsible & Balanced Growth

Staff Resource: Freddie Rodriguez, Solid Waste Manager

Action(s):

Receive presentation.

Explanation:

- The Town's Solid Waste Division within Public Works is preparing for four (4) sweep zones during the upcoming loose leaf collection period, beginning October 29, 2023 through February 2024.
- Sweep zones are neighborhood-designated loose leaf collection zones. This differs from street-specific scheduling, allowing for staff to adjust and maintain overall schedules in the event there is loss of available resources, periods where below-freezing temperatures delay the start time of collection, and programmed preventative maintenance to reduce equipment failures that can disrupt and delay collection schedules.
- Holly Springs neighborhoods are divided into four (4) sweep zones, each receiving a monthly leaf collection, resulting in residents receiving four collections throughout the loose leaf collection season.
- Neighboring communities that use a sweep zone approach for loose leaf collection include Raleigh and Cary, providing two and three sweeps, respectively, during leaf season.
- Staff will provide an overview of last year's success with this collection approach and outline the upcoming collection schedule by zone as part of continued public awareness and outreach.

Background:

- Since September 2019, the Town has made annual operational adjustments to the town's seasonal loose leaf collection program to enhance reliability and operational effectiveness and to accommodate service growth.
- Seasonal loose leaf collection is an annual service provided to Holly Springs residents who opt to place leaves from their lawns into piles near the curb, which are then collected by specialized "vacuum trucks" and other collection equipment.
- In 2022, the Town successfully implemented the zone collection approach for the loose leaf collection; staff met the collection zones and dates without disruptions or delays.
- Staff also performed additional collections in areas with higher foliage volumes based on unique circumstances and needs.

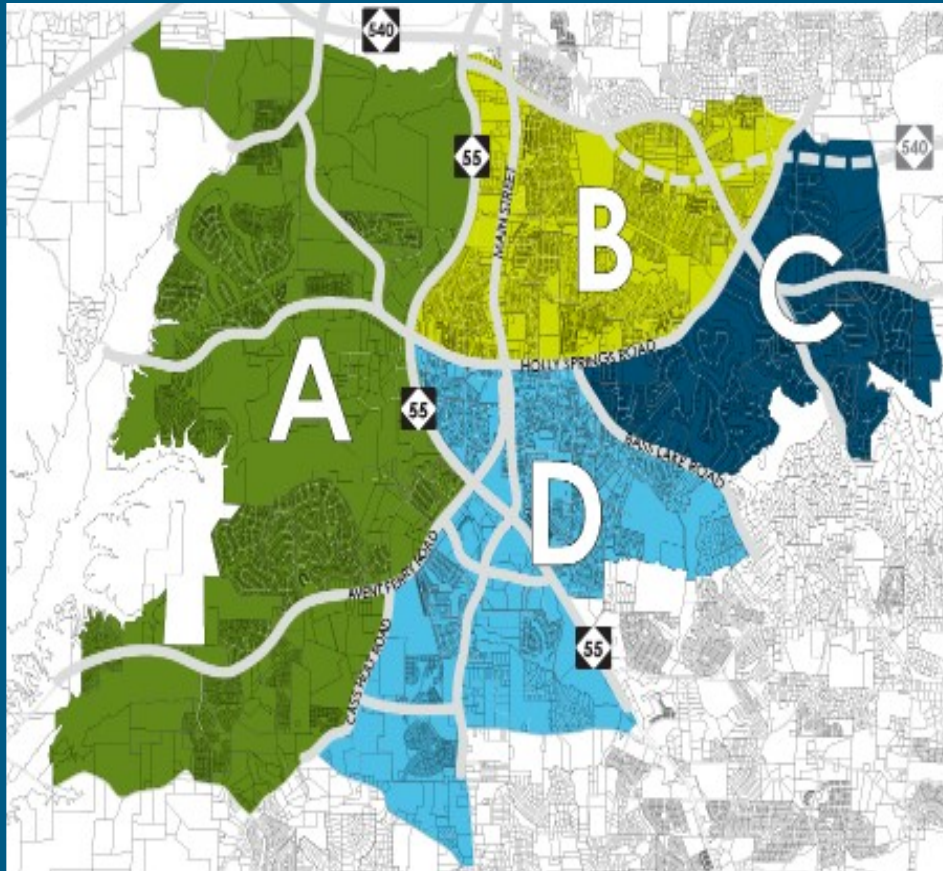
Funding Source(s):

N/A

Attachment(s):

1. YW Leaf Season Schedule 2023'. 2024'

Sweep Zones & Collection Schedule



Zone	Schedule
A	During the weeks of: Oct. 29, Nov. 26, Jan. 7, Feb. 4
B	During the weeks of: Nov. 5, Dec. 3, Jan. 14, Feb. 11
C	During the weeks of: Nov. 12, Dec. 10, Jan. 21, Feb. 18
D	During the weeks of: Nov. 19, Dec. 17, Jan. 28, Feb. 25





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the September 12, 2023 Workshop meeting and the September 19, 2023 business meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the September 12, 2023 workshop meeting and the September 19, 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. 9.12.23 workshop minutes - DRAFT
2. 9.19.23 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, September 12, 2023 in the Law Enforcement Center and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Councilmembers were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, Council members Aaron Wolff, Shaun McGrath, Tim Forrest, and Danielle Hewetson

Council Members Absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; 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, Sean Ryan, and Aaron Prichard, Development Services; Paige Scott and Freddie Rodriguez, Public Works; Irena Krstanovic, Director Economic Development; Paul Liquorie, Chief of Police.

1. Overview – Randy Harrington, Town Manager, gave an overview of the agenda. But first he gave a shout out to the Communications department who received a Savvy award for the electronic newsletter.

2. Village District Area Plan

Aaron Prichard, Development Services, said the purpose of this item was to present recommendations and implementation strategies for the Village District Area Plan and receive Council's feedback. He introduced Chris Geddes, Morgan Clutter, and Emily McCoy of Design Workshop. He said that the latest community engagement was at the Farmers Market and had great participation.

Mr. Geddes outlined the scope of the Community Engagement on the public's desires for Downtown which led to the Vision Statement: The Downtown Village District will be widely recognized as a vibrant, family-friendly destination, celebrating its rich history and diverse culture, weaving the natural beauty of the area throughout, and supporting the entrepreneurial spirit of the Holly Springs community. He outlined the framework and priorities of Mims Park, a Public Market, Festival Street, Curated Downtown, and Greenway Connections. He outlined the goals for an 18-hour downtown, and authentic Holly Springs Experience and protecting the scale of Downtown. He gave examples from other nearby municipalities and potential elements and users for the public market and/or festival street. He outlined elements to define the character and experience of the downtown. He discussed the development of Mims Park. He discussed multi-modal transportation options to connect neighborhoods to downtown.

Mr. Geddes outlined strategies for getting to the final vision, starting with increasing parking, then investigating locations for the Public Market and other amenities.

Council discussed parking structures and the needed number of parking spaces for the long term. They discussed building height restrictions. Council expressed a desire to change the boundaries of the Village District to just the "bowtie" from Oak St. to Holly Springs Rd. and Raleigh St. to the Cultural Center.

3. Unified Development Ordinance Update

Chris Hills, Director of Development Services, said this item was to provide an update on Unified Development Ordinance (UDO) text amendments to reach alignment with Town Council's goals discussed at the July workshop. He said the amendments would focus on building height downtown; density in all districts; conditional zoning district master plans/details; stronger base district standards; and Future Land Use Map alignment. UDO amendments would start with quick adjustments. Other amendments would focus on residential uses/lots; Conditional Zoning Districts; and Land Use Map alignment.

Sean Ryan, Development Services, said that some quick adjustments would be limiting building height in the downtown mixed-use district (DMX) zone to four stories, lowering density to 15 units per acre in the MXR, RMX, and CB zoning districts; removing unlimited density with Conditional District from the DMX, RMX, CB, and IVMX zoning districts; consideration for higher density on a case-by-case basis; and clarifying quasi-judicial standards.

Mr. Ryan said that current UDO allows four stories and 60 foot maximum in the DMX zone, with an additional story allowed with a maximum recess of 12-20 feet. The proposed change would remove that allowance. An option would be to allow consideration of an increase in maximum building height and stories with a Conditional Zoning District (CD) if supported by the Downtown Village District Area Plan.

Council agreed that considering an increase on a case-by-case basis, considering the grade of the land and other specifics of a project, was something they wanted to include.

Mr. Ryan said that staff proposed two options for allowing higher density on a case-by-case basis. Option 1 would be a broad consideration to increase density above 15 units/acre "if supported by the Comprehensive Plan." Option 2 would be to allow consideration if the project:

1. Is designated on the Future Land Use Map as N. Main St. District, Downtown Village District, Mixed Use Center, or Regional Center, or within the boundary of the Northeast Gateway Master Plan, and
2. Includes either a Parking Garage or a minimum of 40% of dwelling units located within a vertically integrated mixed-use building with Office and Service or Retail, Dining and Entertainment uses located on the ground floor.

Mr. Ryan showed where the areas listed in Option 2 are located in the Town limits. He then showed examples of local projects with density from 12.9 to 24.5 units per acre.

Council's consensus was that they supported Option 2.

Mr. Ryan said that proposed Quasi-Judicial standards include:

1. Adverse impacts on adjacent properties;
2. Preservation, improvement, and/or enhancement of open spaces;
3. Layout of streets, lots, utilities, water metering, and public improvements;
4. Enhancements to the public realm and reinforcement of the Town's character;
5. Furthering the goals and policies of the Comprehensive Plan.

The applicant would be required to express how their project met these standards and Council would decide whether it did or not.

Council member McGrath said he would like to add a qualifier such as "significant" to the Adverse Impact standard.

Mr. Ryan stated that other proposed amendments would address consolidation and reorganization of Building Material standards, and other technical corrections and clarifications.

Council member Forrest asked if this meant reducing requirements. Mr. Ryan said no, there are four different types of buildings and the materials get listed each time. By consolidating them into a table it makes it clearer and easier for developers to find.

Mr. Ryan said the Quick Adjustments would come back to Council in the fall of 2023. Residential Uses amendments were slated for the Spring of 2024 and Land Use Map alignment set for Fall 2024. The Conditional Zoning District amendments were originally expected to come between Spring and Fall of 2024, but work is proceeding apace, and they could be ready in the Winter of 23-24.

Mr. Ryan gave a quick look at what is being considered for the Conditional Zoning District changes. He said that current process flows from Rezoning to Development Plan to Civil Construction Drawing to Building Permits and takes 18 to 24 months. A proposed amendment would shorten that time to 12-18 months by requiring a detailed Development Plan at the time of rezoning. This would provide Council with more detailed information in order to make their rezoning decisions. Chris Hills said that a second process change would be to move the Public Hearing earlier in the process, prior to Planning Board Review. Planning Board would be invited to a joint public hearing, then Planning Board would review the proposal at their next meeting and Town Council action would follow that.

Council discussed having public hearing process and consensus was to move forward with these changes.

MPT Berry asked about Traffic Impact Analyses (TIA) and whether the current process or the reverse was preferable. He asked for an update on how the process is working. Mr. Hills said staff had been discussing this and would like to further investigate and report back to Council in a month or two.

4. Yard Waste / Ordinance

Paige Scott, Director of Public Works, said that this item was to provide Council with an update on the yard waste cart model implementation and some upcoming proposed ordinance changes. She said her department had worked with Communications and marketing to brand the change "Keeping it Green in Holly Springs." This change in dealing with yard waste will bring the Town into compliance with our stormwater permit and reduce clogging of storm drains by stormwater debris. It will provide improved customer service and consistency of service. There are benefits to the equipment and employees and it is sustainable and adaptable for growth.

She said that the Town's yard waste ordinance is outdated. It was last updated in 2007. Changes need to be made to include language to recognize the cart program and the convenience center, as well as current operations.

Ms. Scott said that yard waste can be placed in the cart and the cart put at the curb before 7:00 am on pick up day, which is the same as recycling day. Excessive loads can be scheduled for curbside pickup for a fee which varies according to the load size. During leaf season leaves may be placed at the curb prior to 7 am on pick up day, with the same zone collection schedule of approximately four weeks as this past leaf season.

Ms. Scott said that putting yard waste on the street is illegal. She said that other non-compliance actions are dumping by landscape companies. Yard waste placed illegally will be removed and a fine assessed. She discussed the ways that enforcement would proceed and the potential fines for further violations after a warning.

Council discussed enforcement mechanisms and the communication strategy.

Ms. Scott said that there has been and would continue to be town-wide communication through multiple channels to alert the community to the new system. She spoke about the community outreach and the comments that had been received to date on the new system and explained how to decline or add a cart. To date most declined carts were in townhome communities.

Freddie Rodriguez, Solid Waste Manager, said that the Town was procuring 95 gallon carts that are shorter and wider than the trash or recycling carts, which would make it easier to load them. They are brown, to further distinguish them, and will have a sticker on the lid listing what is and is not acceptable to put in them. He said that 15,000 carts had been ordered using CoOp purchasing.

Mr. Rodriguez said that carts would be delivered in late January through February with live tracking of their placement, and that the first collection would be March 4, 2024. Cart maintenance and replacement would be handled in-house.

Mr. Rodriguez said that next steps would be bringing the Ordinance changes and Cart Procurement contract to Council in October, a December HOA Open House, cart delivery to residents in January & February, and the first pickups in March.

Open Discussion:

Council member Hewetson asked about the connection between the hospital and the Block on Main. Mr. Harrington said staff will be bringing LAPP projects at the next Council meeting and we will discuss that project at that time.

Council member Forrest said that residents are asking why Bojangles isn't open and he wanted to publicly ask people to be patient as the town works through issues. He said there had been a smooth back to school, but there were lots of discussion on crosswalks and safety. He asked for an update on the discussion with the Wake County Public School System. Mr. Harrington said there would be an update in the Friday Briefing with what the police department has observed, particularly in crosswalks. MPT Berry said he talked to the school board representative and they released a walking policy, which will be the district's first stance on walking and would set the ground work. He said he believes that the Town's concerns are being heard by the school system.

Council member McGrath asked for a quick update on Peterson Station. He said the accidents continue to increase. Mr. Hills said we are checking with them each week and want that aspect of their plan as much as you do. He said he was not sure if it is in NCDOT's hands right now, but he will reach out. Council member McGrath then thanked Holly Springs Police and Fire Departments for hosting the 9/11 event on Monday.

Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(6) to perform the Town Manager's annual review.

Motion by: McGrath

Second by: Forrest

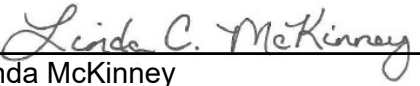
Vote: Unanimous

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

6. Adjournment:

Motion to adjourn was made by MPT Berry seconded by Council member Forrest and passed with a unanimous vote. The September 12, 2023 workshop meeting of the Holly Springs Town Council was adjourned at 9:15 pm.

Respectfully Submitted on Tuesday, October 17, 2023.



Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 19, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

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

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Jeff Wilson, *Director IT*; Mathew Mutter, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Rachel Ingham and Theresa Randall, *Utilities and Infrastructure*; Paul Liquorie, *Police Chief*; LeRoy Smith, *Fire Chief*; Tina Stroupe, *Finance Director*; Anna Murphy, *Economic Development*; Chris Hills, *Director of Development Services*; Aaron Prichard, Cheryl Caines, Catherine Jacobs, Elizabeth Goodson, and Sean Ryan, *Development Services*; Paige Scott, *Director, Public Works*; LeeAnn Plumer, *Director, Parks & Recreation*.

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 September 19, 2023, meeting agenda was adopted with changes, if any, as listed: move Item 8, Complete 540 Update, before Item 5, Community Planning Month.

Motion: Berry
Second: McGrath
Vote: Unanimous

REQUESTS AND COMMUNICATIONS

8. North Carolina Turnpike Authority Complete 540 Update

Dennis Jernigan, NC Turnpike Authority, gave Council an update on the Complete 540 project. He explained why there were tolls on 540. He showed the section currently under construction, the section that is open to traffic, and the Phase 2 section which will complete the circle. He reminded the public of where the interchanges will be. Mr. Jernigan said that both bridges on Sunset Lake Road are open to traffic, and the bridge at Pierce Olive Road is open to traffic, which will alleviate traffic on Holly Springs Road. He said that there will be intermittent lane closures on East Williams Street for bridge construction, and that the bridge on Holly Springs Road is expected to open to traffic in November 2023. He said that Catherine Place that has been closed to through traffic since January is expected to reopen to traffic in November.

Mr. Jernigan then discussed the landscaping plans, which will be implemented during the planting season (October – March) in 2024, giving examples of the types of plantings that could be used. He gave details of public outreach and provided contact information to the public.

Council member McGrath asked about the landscaping around the Sunset Lake Road bridge, where trees were cut up to fence lines. He said that the cutting was done by a land owner, not DOT, and he wanted the Town to address this with the land owner.

RECOGNITIONS

5. Community Planning Month Proclamation

Chris Hills, Director of Development Services, explained the importance of municipal planning, and the history of Community Planning Month. He recognized the contributions of professional staff, Planning Board and Board of Adjustment, and the elected officials, in bringing the benefits of planning to the Town. He spoke of the contributions of the Town's residents and highlights of 2023, including reaching 50,000 residents. He then announced that the Town had won two awards from the Association of Professional Planners: one for the Comprehensive Transportation Plan, and an Honorable Mention for the Northeast Gateway Master Plan. He called up members of the Planning Board, Board of Adjustment, and Planning Staff to be recognized.

Mayor Mayefskie proclaimed October as Community Planning Month in the Town of Holly Springs.

6. Disability Employment Awareness Month Proclamation

Theresa Randall, ADA Coordinator, said that October is recognized as Disability Employment Awareness Month to celebrate the contributions of America's workers with disabilities, and showcase supportive, inclusive employment policies and practices. She said that this year marks the 50th anniversary of the Rehabilitation Act of 1973 which was the first disability civil rights law to be enacted in the United States and set the stage for the Americans with Disabilities Act which followed in 1990. She said for more information, people can visit the Department of Labor's website at www.dol.gov.

Mayor Mayefskie proclaimed October as Disability Employment Awareness Month in Holly Springs.

7. Communications & Marketing Savvy Award

Cassie Hack, Director of Communications and Marketing, said the Town's Communications & Marketing Department won a 3CMA Savvy Award for the best Digital Interactive Electronic Newsletter for a town of under 100,000 residents, for the NewsFlash. She said that the NewsFlash is delivered to subscribers twice per month and features new, events, and videos. There are 8,762 subscribers and the average "open rate" is 60-65%, which is about twice the average rate. She told residents how to subscribe if they want to receive the NewsFlash.

Consent Agenda

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

9. Minutes – Council approved the minutes of the September 5, 2023 business meeting.

10. NC DEQ Division of Water Infrastructure Fall 2023 Grant & Loan Funding Resolutions – The Council adopted Resolutions 23-23 and 23-24 submitting funding applications for water and sewer related projects and updating the 10-year Community Investment Plan.
Copies of Resolutions 23-23 and 23-24 are attached to these minutes.

11. Naming Rights Extension Agreement Amendment for North Main Athletic Complex– The Council approved the amended naming rights agreement extension with Ting, Inc. for the North Main Athletic Complex for a two-year term at \$160,000 per year.

12. Oasis Church Development Agreement – The Council approved an Amendment to the Developer Agreement with Oasis Church extending the duration to complete required road improvements for 12 months.

13. Change Order for 2023 Street Resurfacing and Preservation Project – The Council approved a change order for the 2023 Street Resurfacing Project for Daniels Inc. of Garner in the amount of \$96,000 and authorized the Town Manager to sign and execute any contracts to close the project that are within the approved project budget, project scope, and consistent with this and prior Council actions and intent.

14. Regency Development Agreement – The Council approved a Development Agreement for Regency Subdivision.

PUBLIC HEARINGS

15. Voluntary Annexation A23-01 10325 Holly Springs Road

Aaron Prichard, Development Services, said annexation had been requested for +/- 0.74 acres (inclusive of right-of-way) at 10325 Holly Springs Road in order to connect to Town water. The property is unable to access wastewater at this time because there is no gravity line within reach, and an agreement has been reached with the property owner.

Mayor Mayefskie opened the public hearing.

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

Action: Motion to adopt Annexation Ordinance A23-01 to approve Annexation of the property included in the application.

Motion by: McGrath

Second by: Berry

Vote: unanimous

A copy of Annexation Ordinance A23-01 is attached to these minutes.

16. Elliott Farm Rezoning 22-REZ-07 and Development Agreement

Cheryl Caines, Development Services, said this item concerned rezoning from RR Rural Residential to NR Neighborhood Residential Conditional Zoning District, and a Development Agreement. She said that this was continued from the June 20, 2023 Council meeting and was coming back with revisions to address Council's concerns. She showed the location of the property along Piney Grove Wilbon Road and said the plan for the 148.42 acres is 325 detached and attached residential units.

Ms. Caines said that at the last public hearing the public and Council expressed concerns about the gap along Piney Grove Wilbon Road and the impact that had on road improvements and the side path. Concern was also expressed about traffic at Burt Road and Piney Grove Wilbon. She said the application has been modified to remove the gap so that the sidepath and road improvements continue without interruption. She said the Developer commitments in the Development Agreement include a fee-in-lieu of \$56,336 for the future construction of a traffic signal at the Burt Rd. & Piney Grove Wilbon intersection.

Council member McGrath asked if this had gone back to the Planning Board. Ms. Caines said no. Chris Deshazor, Planning Board Representative, said that last May when Planning Board saw it, they liked the age restriction and lot sizes. They liked the TIA widening of the road. There were concerns about traffic and the gap in the road which has been addressed. They thought there should be more tree preservation. They also thought it would be good to coordinate with Fuquay Varina, but noted that Fuquay Varina does not have capacity for utilities in this area.

Mayor Mayefskie reopened the public hearing.

Mr. Mark Frederick from Parker Poe, speaking for the applicant, said they had made changes to address the concerns heard at the previous public hearing. He showed the updated masterplan, compared to the previous one. On the second concern, regarding the intersection of Burt Rd., while the TIA did not recommend any improvements, the applicant has updated the rezoning request to address these issues. He said they purchased the remaining parcel that faced Piney Grove Wilbon Road, thus removing the gap that had been the issue when this first came before Council. They have committed to making the roadway improvements along the entire frontage. Regarding the Burt Rd. intersection, it would require acquiring more property and it is in the Fuquay Varina jurisdiction; so they have committed to a fee-in-lieu to address a future signal at that intersection. He said he believes that this project is one that provides a unique creative project, and should receive the CD rezoning.

Mr. Frederick said the team was available to answer any questions.

Erinn Schneider, 2809 PG Wilbon Rd., said she had questions about the project. She asked if streetlights would be installed along the road. If they would, she asked that Council not allow bright white LEDs because they are bad for nocturnal species, and for the human biological clock. She thinks Apex does a better job with requiring amber light. Second, about the road widening, what will be left of the road widening when Toll Brothers is finished with their portion? The cross-section map shows a road as wide as Holly Springs Rd. and she has a mature tree line that protects her home from the road, and she is worried that that will be taken out and that the traffic will be increased and dangerous. She would like more information on the traffic.

Keith Foutz said he lives at 7108 Star Chase Lane. He thinks that a traffic light at Burt would be a bad idea because residents wouldn't be able to get out of their driveways when Piney Grove gets backed up. A better idea would be to put a signal at Fleming Loop, because people go more different directions. He said Toll Brothers had done nothing to make this project better for the residents.

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

Ms. Caines said that streetlights would be required but she didn't know what type of bulbs. The frontage on the other side of Piney Grove Wilbon is within Fuquay Varina's jurisdiction. There are no plans at the moment that Holly Springs' staff is aware of that would impact that side of the road.

Council member Wolff asked Town Manager, Randy Harrington, to speak to the signal question.

Mr. Harrington said that at the intersection of Burt there is joint adjacency of Holly Springs and Fuquay Varina. NC Statutes do not provide authorization for us to construct or maintain improvements outside of our jurisdiction. The most likely solution would be if NCDOT were to put a signal there they would partner with Holly Springs and Fuquay Varina.

Council member McGrath said that he approached the Mayor of Fuquay Varina to address this and was told that our two staffs are coordinating for this area. But given what he just heard, he was not sure. Is it a 4-lane divided road in both our Comprehensive Transportation Plans? Ms. Jacobs said yes, both municipalities have it as a 4-lane divided road. Some rights of way may be different but it will look very similar. Council member McGrath said this was a potential CAMPO or NCDOT driven project, and asked how do we address the concerns of residents who are outside of our jurisdiction. He asked if Fuquay Varina had already dedicated right of way. Ms. Jacobs said she couldn't really address that. They would need to check with Fuquay Varina or look at the plat for their property to see if the right of way had been dedicated.

MPT Berry asked about Phase 3 updates at Basal Creek and whether that would help our utility system. Ms. Jacobs said that they haven't finished their sewer plans yet. She said it may or may not go to Basal Creek. Those details will come at subdivision. There are multiple feasible options for this project, which they will narrow down at the next step.

Council member McGrath asked if Holly Springs determined the type of bulbs in streetlights. Chris Hills, Director of Development Services, said Duke Energy is the provider, but it is a reasonable request and staff will work with them when it comes to CD time.

Action 1: Motion to adopt Rezoning Ordinance RZ23-05 adopting the statement of compatibility and approving rezoning.

Motion by: Wolff

Second by: Forrest

Vote:

Aye: Wolff, Forrest, McGrath, Hewetson

Nay: Berry

The motion passed.

Action 2: Motion to approve Development Agreement.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

17. Cass Holt Crossing Rezoning 22-REZ-15

Mayor Mayefskie said that this item was continued from the August meeting, but that it was going to be continued to the October 17th meeting.

Mayor Mayefskie opened the public hearing and asked for a motion to continue.

Action: Motion to continue public hearing to the October 17, 2023 meeting.

Motion by: McGrath

Second by: Forrest

Vote: unanimous

18. Friendship Innovation Park Rezoning 22-REZ-17

Mayor Mayefskie said that the applicant was requesting a continuance to the October 17th Council meeting.

Mayor Mayefskie opened the public hearing.

Bruce Wrenn was called but was not in the Chamber.

Roger Bess, 12409 Holly Springs New Hill Road, said he was speaking as a resident of the area, not as a member of the Planning Board. This area has always been planned for a business park. Now it has a very high-density residential component, 7-story buildings with a proposed zoning of 16 units per acres. But the zoning would allow the two 16 unit /acre areas to be combined and make one area of 30 units per acre. He said with this amount of residential, it should have been two separate rezoning requests; 1 for residential, 1 for business park.

Deborah Bess, 12409 Holly Springs New Hill Rd., said she agreed with her husband's comments, but her main concern was the traffic issue. She was pleased about the awards Holly Springs is winning for our transportation planning, but we are getting a reputation for bad traffic. The traffic on Friendship Rd. this evening, she counted 34 cars waiting to turn. Traffic is already bad. It is a blind curve and there are many accidents in that spot. The road will narrow at the bridge and the developers are only asked to construct a 4-lane road along their project, so it will create an

hourglass. She expressed concern that since they are in the ETJ they may not be included in jurisdiction for roads. But she urged them to work with the DOT to improve the traffic in this area.

Elizabeth Stitt, 3113 Friendship Rd., said she was grateful that this is being continued. She lives on the other side of US 1. It's not Apex, it's not Holly Springs. Only one of her neighbors received notice. She watches the interactive development map and said this was not on the map. She and her neighbors have not been able to review the information. She said there was no TIA and traffic is a significant issue. This shouldn't go before Planning Board without a TIA. She said they need the information and they need time to review it. She said they reached out to the developer and asked for a meeting but that has not happened yet. She submitted a public record request but has not yet received it.

Bryan Margaria said he lives on Deer Path Rd., just down from this development. He has the same concerns about traffic. He is a volunteer coach for Wake FC, and he can't get to practice on time due to the traffic. It backs up from NC 751 past his street, almost to the intersection of Friendship and Holly Springs New Hill Rd. He is also concerned about the smaller property's rezoning, with a pump station going in between Deer Path and Holly Springs New Hill & Friendship Roads. Even though there is a buffer zone, he thinks they are pushing the envelope for how far it can go and how big that lot is going to be. He said he sees flooding on that property during rainstorms. Since Amgen started construction, the color of that flood water has changed, and you can see that it comes from there. His two big concerns are the traffic and the section where the pump station will go.

Council member McGrath asked about the TIA. Ms. Jacobs said the TIA would go out to the requestor tomorrow. Council member McGrath asked if NCDOT's involvement in this area was documented in the TIA and Ms. Jacobs said it was.

MPT Berry said the next time this comes back we will have the road improvements ironed out.

Action: Motion to continue public hearing to October 17, 2023.

Motion by: Forrest

Second by: McGrath

Vote: unanimous

19. Friendship Innovation Master Plan Amendment 21-MAS-04-A02

Cheryl Caines said this was the master plan amendment associated with the rezoning.

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

Elizabeth Stitt said there were no plans on the TIA for the Friendship Rd and Old US 1 intersection. She called NCDOT and they said it was not in their jurisdiction. They then put in 5%, which caused the final TIA to show that the turn lanes planned by Apex would have to be extended. Since that time there has been other development approved. So the TIA is really critical and we haven't seen the TIA. There is no way that we can review it. She said she has trouble getting out of her driveway on Friendship Rd. There is no shoulder for cars to pull off for an emergency vehicle. She said there was no way to evacuate in case of a nuclear accident. She said residents need to look at the TIA and there needs to be a community resolution versus just what is in Holly Springs' jurisdiction.

Mayor Mayefskie asked for a motion to continue.

Action: Motion to continue public hearing until October 17, 2023.

Motion by: Forrest
Second by: Hewetson
Vote: unanimous

NEW BUSINESS

20. Locally Administered Project Program (LAPP) Federal Fiscal Year 2025 Application

Aaron Prichard, Development Services, said this item was to request authorization to proceed with LAPP grant application on the Cass Holt Signal and Street Improvements project. He outlined the basics of the LAPP program and said that project selection will be made in February 2024, but applications must be finalized in October. He said that Holly Springs has received \$11 million in funding for eight ongoing projects and showed where those projects are. He then showed where two possibly eligible projects were. He explained the selection criteria and how projects are scored. Holly Springs is only eligible to apply for one project in this cycle.

Mr. Prichard then outlined the details of the two possible LAPP projects – Holly Springs Road West Design, and Cass Holt Road Signal and Street Improvements. He explained why the Cass Holt project had a higher chance of being selected, which was why staff recommends that project.

Mr. Prichard outlined the next steps, which include application in October of 2023 and the funding decision in February of 2024.

Council member McGrath asked why Cass Holt Rd. was preferred over Holly Springs Rd by CAMPO. He said in the past multi-jurisdictional projects were preferred. He expounded on why Holly Springs Road was multi-jurisdictional and why it needed to be done. Mr. Prichard said those were valid points. But in conversations staff had with CAMPO, they learned that there is a penalty on the scoring evaluation for projects that are for Design. They want shovel-ready projects that will begin within one year. CAMPO said it would cut the points in half to submit a design project.

Action: Motion to authorize staff to proceed with LAPP application on Cass Holt Signal and Street Improvements.

Motion by: Hewetson
Second by: Forrest
Vote:
Aye: Hewetson, Forrest, Berry, Wolff
Nay: McGrath
The motion passed.

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: none.

The following public comments were received in person:

Julie St. Cyr said she lives in Garrison subdivision. Recently No Parking signs were put in the neighborhood. She thinks they are overkill. She homeschools 6 of her 7 children and their math tutor has to park at the neighbor's house. Service providers, like electricians, lawn care, etc. are getting ticketed. She thinks "No Student Parking" signs would be better.

Jesse St. Cyr said when he was at the last meeting it was said that we would see how it went. Now we know. Residents are being ticketed for parking in front of their houses and there is no reason why homeowners and service trucks should be ticketed. He said there were service

providers in front of MPT Berry's house and asked if they got ticketed. He wants to have friends come over and tutors park in front of his house. There is no reason for this. It is overbroad, overreaching, and excessive. It was said you were open to changes and he would like to see them. He said this was not a limited government approach and would like to see it changed. He sent a proposal by email for the changes. He said he doesn't care how it gets taken care of but he wants to be able to use his neighborhood like other people do. He suggested an affirmative defense where someone can say "I'm not a high school student" and the ticket would be dismissed.

Sy Elisan said he appreciated Council being willing to serve. He was here to talk about parking in Garrison. He heard people's concerns at the last meeting, but they were things that were already illegal. A new law was not the way to deal with this. He expressed frustration. He thought it was an easy thing to fix and he hopes they will fix it.

Elizabeth Stitt, said her end of Friendship Rd. near Apex is consistently rated as a level of service F. They have talked to Apex, NCDOT, Holly Springs, the Sheriff, the Highway Patrol, and everyone is blaming each other. So she went out with a neighbor and asked them to sign a petition. There are over 400 signatures (mostly online through a QR code). The petition will be mailed to all of the above jurisdictions asking for short-term tactical things to address the traffic, and some longer term things. She would like to sit down and have conversations about this problem. She said she had a neighbor here who arrived too late to sign up but would like to speak.

Neal Trussell said he lives in the Garrison neighborhood. He was here to speak about parking. His house is right next to the path to the High School. Over the last 10 years he has not had an issue with high school parking. Maybe 10 minutes out of the normal school day were there parents dropping kids off. He thinks the ordinance is not needed. It does more harm than good. It's not just one sign. From the entrance of the neighborhood he can see 9 signs.

Beth Whitman Bland said she lives at the end of Friendship Road right before the bridge. There are 2 neighbors that get notifications from Holly Springs concerning Amgen. Her husband Tom Bland and she are both very concerned. She said progress is great but you need to look at what you are wanting to do with rezoning. She talked to John Keener, Trustwell, Helix, and Timmons. The Bachman Tract, behind her property, was shown to her as being Holly Springs. There is so much growth and the infrastructure is not in place to support it. She urged Council to look at it. The noise on US 1 is so loud they can't sit in their backyard. She said she cannot attend the October meeting but will try to send something that can be read.

OTHER BUSINESS

Council member Forrest asked if a revision to the parking ordinance had been presented. Randy Harrington, Town Manager, said a write up in the Friday briefing would show what had been observed and thoughts on how to move forward. Council member Forrest congratulated Chris Hills and the Development Services team. But that leads to traffic and development. While Holly Springs has planned properly, downstream areas have not and we have to pay the price for those that haven't planned properly and send traffic through Holly Springs. He said he was committed to making sure that a plan has a decent TIA. Also we are looking at the UDO and the TIA process. We tend to talk with our neighbors, but we are stuck with problems we inherit. He spoke of turn lanes and projects; we are doing everything within our budget that we can do. As he listened tonight to the public comments, he said he believes staff does a great job of balancing the requirements and he wants to publicly state that we turn a lot of developments away before they get to this point. So the ones that make it to Town Council have jumped through a lot of hoops to get here. He asked Mr. Hills to let Council know what bulbs are required for streetlights. Mr. Hills said it would be in the council briefing.

Council member McGrath said that a portion of funding for the new park for public art was mentioned in the Council Briefing. He expected that to come before Council because it was for a large amount. He said that Council should have a voice in spending that amount of money and

whether it should be on art or something else. Secondly, we've talked a lot about road improvements tonight. He said we need to communicate to the public more about economic development and those agreements we have worked with our partners at the state and county for road improvements.

Council member Wolff said he agreed with Council member McGrath's comments about road improvements. There are 3 ways they get done: by developers; by the Town putting town money into state roads, which costs millions of dollars and usually comes with bonds; and by the state. There is no money we can put into Friendship. There are so many state-owned roads we are trying to fix for NCDOT and we don't have the money. DOT has talked about the intersection at US 1, but they are backlogged on projects and do not have the resources, because they are underfunded. Which is why we as a legislative committee have asked the General Assembly to increase the funding for NCDOT so that they can build those projects. People need to talk to their legislators to increase DOT funding. The General Assembly had a 6 million surplus a few years back and it was not spent adequately. The state funds NCDOT; NCDOT needs to do these things; and we need to talk to the General Assembly.

Council member Wolff then asked if service vehicles were actually being ticketed. Randy Harrington, Town Manager, said that warnings were being issued but he didn't know if any tickets had been issued. That would be in the report. Council member Wolff said that our Holly Springs Police Department has discretion and they are capable people who use that discretion wisely. Secondly, we are working on a more targeted ordinance. We hear your concerns. But we also hear the concerns of your neighbors who were negatively affected. It is not easy, but we are trying to balance both sets of concerns.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had two items. First, we will do a follow up on the situation with 540 and the trees in the Friday briefing. Secondly, this Saturday at the Farmers Market is Town Information Day. Community members can stop by booths and learn more about the Town, what's coming to Town, and how to sign up for things.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss two Economic Development projects and N.C.G.S. 143-318.11(a)(3) to confer with the Town attorney on three legal matters. *Collins Park Holly Springs LLC v. Town of Holly Springs; Gladys Adams and Michael Adams v. Town of Holly Springs; and George Heugerich Revocable Trust v. Town of Holly Springs*

Motion by: Wolff

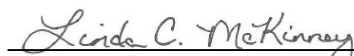
Second by: Berry

Vote: Unanimous

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

Adjournment: Mayor Pro Tem Berry made a motion to adjourn at 10:21 pm. It was seconded by Council member McGrath and passed with a unanimous vote.

Respectfully Submitted on Tuesday, October 17, 2023.



Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Fiscal Year 2023-24 Budget Additions and Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Economic Prosperity & Diversity

Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Corey Petersohn, Finance

Action(s):

Receive monthly budget amendments to be reported:

- Amendment 1 - Parks and Recreation Contract Services
- Amendment 2 - Holiday Parade Funds

Approve monthly budget amendments:

- Amendment 3 - General Fund changes as a result of State Grant - including the following personnel changes:
 - New Police position - Crime Analyst (Grade - J)
 - New Parks and Recreation Position - Program Assistant (Grade - F)
 - New Economic Development position - Small Business and Downtown Coordinator (Grade - L)
 - Reclassify the current Small Business and Downtown Coordinator (position 416-002) as an Economic Development Program Coordinator (No grade change)
- Amendment 4 - Public Works Vehicle
- Adopt Town Building Capital Project Ordinance (23-37)
- Adopt Water Capital Project Ordinance (23-38)
- Adopt Grants and Special Revenue Fund Ordinance (23-39)

Explanation:

- The budget ordinance of Holly Springs authorizes the Town Manager to approve inter-department budget amendments within the same fund up to \$50,000 with notification to Town Council the following month.
- Each month, when applicable, the Budget Office will provide a copy of these approved amendments from the preceding month:
 - **Amendment 1** - Parks and Recreation Contract Services: The Town Manager approved the transfer of \$25,000 from Central Services to Parks and Recreation

Administration for contract services.

- **Amendment 2** - Holiday Parade Funds: The Town Manager approved the transfer of \$4,000 from the Communications and Marketing Department Budget to Parks and Recreation. The funds will be used for the same purpose, but now the Parks and Recreation Department will manage it.
- Any amendments that exceed \$50,000 or change the total appropriation must be approved by Town Council:
 - **Amendment 3** - this amendment re-appropriates \$400,000 for general government purposes in lieu of a State grant providing the same amount for e-911 call center technology upgrades. This includes:
 - Small Business and Downtown Coordinator (\$94,908) - the existing Coordinator will also be reclassified to a Economic Development Program Coordinator, no grade/salary change
 - Crime Analyst (\$71,989)
 - Parks and Recreation Program Assistant (\$63,635)
 - Update of the "Infrastructure and Utilities" chapter of the Comprehensive Plan (\$100,000)
 - Remainder of funds (\$69,468) is recommended for operational contingency if an opportunity arises to pursue an additional Comprehensive Plan chapter update.
 - **Amendment 4** - In June of FY23 Town Council approved an amendment for Public Works related to a required vehicle chassis change for a solid waste vehicle per a safety requirement by the manufacturer. These funds should have been carried forward into FY24 but instead lapsed into fund balance. This amendment re-appropriates the funds for the vehicle change order per the previous approved amendment.
 - **Town Building Capital Project Ordinance (23-37)** - This ordinance only reclassifies revenue for the 911 center project to state grant funds. This does not change the total appropriation of the fund.
 - **Water Capital Project Ordinance (23-38)** - This ordinance appropriates \$15.4 million in state grant funds for the Holly Springs / Fuquay-Varina water conveyance line project. This ordinance also appropriates \$400,000 in grants from the NC Department of Environmental Quality for Asset Inventory Assessments (see agenda item #9 for more details on the Asset Inventory Assessment AIA Project).
 - **Grants and Special Revenue Fund Ordinance (23-39)** - This ordinance appropriates \$49,992 in previously accepted grant funding for a part-time accreditation specialist at the Police Department for the purposes of obtaining national accreditation status.

Background:

- **Amendments 1 and 2** - these amendments do not increase the total appropriation and uses existing operating funds.
- **Amendment 3**- this amendment does not increase the total overall budget; ordinance 23-27 converts \$400,000 revenue from General Fund transfer to State Grant
 - At the Budget Workshop in May, Council received a "what-if" scenario of four budget items that would have been included in the manager's recommended budget if a half cent of property tax revenue (about \$400K) had not been transferred for future capital debt service.
 - With the State Budget, the Town is now receiving \$400K for 9-1-1 emergency

center upgrades that were previously being funded with general fund dollars.

- At the October Council Workshop, staff presented again on the 3 positions and Comprehensive Chapter update that would have been recommended in the manager's budget.
- Amendment 3 seeks to appropriate the \$400K in funds for the positions and chapter update.

- **Amendment 4** - this amendment was previously approved by Town Council and is re-appropriating for the current fiscal year.
- **Capital Project Ordinances** appropriate all funds for all capital projects within the associated fund.

Funding Source(s):

- Operating Budget - General Fund - Parks and Recreation / Public Works
- State Grants

Attachment(s):

1. Amendment 1 - Parks and Recreation Contract Services
2. Amendment 2 - Holiday Parade Funds
3. Amendment 3 - General Fund Changes
4. Amendment 4 - Public Works Vehicle
5. Town Building Capital Project Ordinance (23-37)
6. Water Projects Capital Ordinance (23-38)
7. Grants and Special Revenue Ordinance (23-39)

Town of Holly Springs FY2023-24 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Department: Administration

Date: 9/7/2023

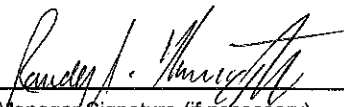
Reason for Budget Amendment:

Transferring \$25,000 for Parks and Recreation Administration Contract Services from Central Services utilizing additional revenues from Ting Park naming rights.

Expense			
Account #	Account Description	Increase	Decrease
10-410-82.98	Central Services - Operating Contingency		\$ 20,000
10-410-82.01	Central Services - Programs		\$ 5,000
10-425-39-12.05	Parks and Recreation - Contract Services	\$ 25,000	
Total Expense:		\$ 25,000	\$ 25,000

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

Department Head Signature (or electronic submission)



 Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.
 Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.
 All inter-departmental transfers will be reported to Town Council by the following month.
 Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

Town of Holly Springs

FY2023-24 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Department: Communications and Parks and Recreation

Date: 10/6/2023

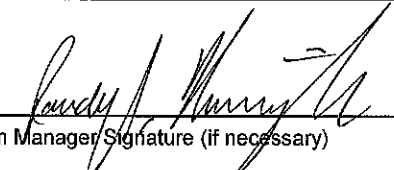
Reason for Budget Amendment:

Reducing Communication's budget for the Christmas Parade and allocating to Parks and Recreation.

Expense			
Account #	Account Description	Increase	Decrease
10-411-82.05	Miscellaneous Christmas Parade/Decorations		\$ 4,000
10-425-39-55.02	Programs Festivals/Events	\$ 4,000	
Total Expense:		\$ 4,000	\$ 4,000

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

Department Head Signature (or electronic submission)



Town Manager Signature (if necessary)

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

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

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

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

Town of Holly Springs FY2023-24 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Department: Administration **Date:** 10/17/2023

Reason for Budget Amendment:

Utilize \$400,000 state grant for 911 center upgrades, which frees up \$400,000 of General Fund for other budget priorities.

Expense			
Account #	Account Description	Increase	Decrease
10-95.46	General Fund - Transfer Out		\$ 400,000
10-414-62.06	IT - Supplies (For ED, PD, and Parks Positions)	\$ 12,450	
10-416-01.01	Economic Development - Salaries and Benefits	\$ 74,908	
10-416-15.02	Economic Development - Travel and Training	\$ 10,000	
10-416-62.03	Economic Development - Supplies	\$ 5,000	
10-418-18-90.02	Police - Capital Outlay Vehicle	\$ 30,000	
10-418-18-01.01	Police - Salaries and Benefits	\$ 37,489	
10-425-39-01.01	Parks and Recreation - Admin - Salaries and Benefits	\$ 56,335	
10-425-39-62.03	Parks and Recreation - Admin - Supplies Office	\$ 500	
10-425-39-62.06	Parks and Recreation - Admin - computer supplies	\$ 2,950	
10-425-39-63	Parks and Recreation - Admin - uniforms	\$ 400	
10-425-39-15.02	Parks and Recreation - Admin - training	\$ 500	
10-460-020-12.03	Development Services - Contract Services	\$ 100,000	
10-410-82.98	General Fund - Operating Contingency	\$ 69,468	
Total Expense:		\$ 400,000	\$ 400,000

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

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.
Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

Town of Holly Springs FY2023-24 Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Department: Public Works **Date:** 10/17/2023

Reason for Budget Amendment:

In FY23 Town Council approved an amendment for Public Works related to a required chassis change for a solid waste vehicle per a requirement by the manufacturer. These funds should have carryforward into FY24 but instead fell to fund balance. This amendment reappropriates the funds from fund balance.

Expense			
Account #	Account Description	Increase	Decrease
10-422-24-90.02	General Fund - Public Works - Capital Vehicle	\$ 45,000	
Total Expense:		\$ 45,000	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-355.11	General Fund - Approp from Fund Balance	\$ 45,000	
Total Revenue:		\$ 45,000	\$ -

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

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

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

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

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



Ordinance No. 23-37

Date Submitted: October 17, 2023

Date Adopted: October 17, 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 October 17, 2023:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	59,871,180
Total	59,871,180

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	2,900,000
Transfers In	2,927,148
Other Revenue Sources	763,636
Total	59,871,180

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 October 17, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 17th day of October 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 23-38

Date Submitted: October 17, 2023

Date Adopted: October 17, 2023

Water Capital Project Ordinance HOLLY SPRINGS, NORTH CAROLINA

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

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

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

SECTION III: The following amounts are appropriated for the project funds effective October 17, 2023

Water Project Fund	
Expenditures:	
Water Projects	113,835,281
Total	113,835,281

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

Water Project Fund	
Revenues:	
Revenue Bonds	45,800,000
Transfers In	23,002,720
State Grants	29,605,531
Private Contributions	9,927,030
Federal Grants	5,500,000
Total	113,835,281

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 October 17, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 17th day of October 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 23-29

Date Submitted: October 17, 2023

Date Adopted: October 17, 2023

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

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

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

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

SECTION III: The following amounts are appropriated for the project funds effective October 17, 2023

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	2,526,455
Police	420,850
General Government	2,324,691
Parks and Recreation	48,563
Total	5,320,559

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

Grant and Special Revenue Fund	
Revenues:	
General Fund Transfers In	2,551,761
Other Grants and Donations	2,420,940
Federal Grants	334,885
Miscellaneous Revenues	12,973
Total	5,320,559

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 October 17, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 17th day of October 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Asset Inventory Assessments (AIA)

Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly

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

Action(s):

Adopt and approve the following for the Asset Inventory Assessment (AIA) Project:

1. Adopt Resolution No. 23-28 to accept funding offers for Water and Wastewater AIA studies.
2. Approve Water Asset Inventory Funding Offer and Acceptance with NC Department of Environmental Quality (NCDEQ) (\$200,000 grant)
3. Approve Wastewater Asset Inventory Funding Offer and Acceptance with NC Department of Environmental Quality (NCDEQ) (\$200,000 grant)
4. Approve Water Asset Inventory Contract with WithersRavenel.
5. Approve Wastewater Asset Inventory 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 identified and planned. Asset management also reduces the total cost of owning and operating 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.
- Asset inventories and assessments will include the town's water and wastewater systems.
- The duration of the project is anticipated to be 14-16 months.
- Grant funding was previously awarded by the NCDEQ Division of Water Infrastructure (DWI) to assist with completing water and wastewater asset inventories.

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 and wastewater phases are expected to begin in October or November, following execution of grant agreements and contracts. The Stormwater Asset Inventory is expected to follow in the next few months. 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):

Community Investment Plan - Utility PAYGO / State Grants

Attachment(s):

1. Resolution 23-28_Accept Grant Offers_Water and WW AIAs
2. ARPA Funding Offer & Acceptance_Water AIA
3. ARPA Funding Offer & Acceptance_Sewer AIA
4. 23-0324-B Holly Springs Water AIA Engineering Agreement - WR Signed
5. 23-0324-A Holly Springs Sewer AIA Engineering Agreement - WR Signed



Resolution No. 23-28

Date Adopted: October 17, 2023

Effective Date: October 17, 2023

**RESOLUTION BY GOVERNING BODY OF THE TOWN OF HOLLY SPRINGS
ACCEPTING GRANT OFFERS**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$400,000 (\$200,000 for water and \$200,000 for wastewater) to perform Asset Inventory and Assessment studies detailed in the submitted application, and

WHEREAS, the Town of Holly Springs intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:

That the Town of Holly Springs does hereby accept the American Rescue Plan (ARP) offer of \$400,000 (\$200,000 for water and \$200,000 for wastewater).

That the Town of Holly Springs does hereby give assurance to the North Carolina Department of Environmental Quality that any conditions or assurances contained in the Award Offer will be adhered to.

That Sean Mayefskie, Mayor and Randy Harrington, Town Manager, the **Authorized Representatives** and successors so titled, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted by the Holly Springs Town Council on this, the 17th day of October, 2023.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk



FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Holly Springs does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Holly Springs Town Council duly held on the 19th day of September 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

Project Number: AIA-D-ARP-0064

Recipient's UEID#: MP9LETMPMFF9

Drinking Water ☒	Wastewater ☐	Both ☐	Total Grant Offered
Distressed ☐	Not Distressed ☒		
ARPA Training Grant ☐			
ARPA Asset Inventory & Assessment Grant (AIA) ☒			\$ 200,000
ARPA Merger/Regionalization Feasibility Grant (MRF) ☐			

Project Description:

Total Financial Assistance Offer: **\$ 200,000**

Holly Springs Water AIA

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:		
	Signed on behalf of Shadi Eskaf	9/6/2023
Signature		Date

On Behalf of (Applicant):

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

Project Number: AIA-W-ARP-0077

Recipient's UEID#: MP9LETMPMFF9

Drinking Water ☐	Wastewater ☒	Both ☐	Total Grant Offered
Distressed ☐	Not Distressed ☒		
ARPA Training Grant	☐		
ARPA Asset Inventory & Assessment Grant (AIA)	☒		\$ 200,000
ARPA Merger/Regionalization Feasibility Grant (MRF)	☐		

Project Description:

Total Financial Assistance Offer: **\$ 200,000**

Holly Springs Sewer AIA

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by: Victor D'Amato 52CD62E9DA6B44F...	Signed on behalf of Shadi Eskaf	9/6/2023
Signature		Date

On Behalf of (Applicant):

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

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Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

June 27, 2023

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

**RE: Agreement for Professional Services
Water AIA Project
Holly Springs, North Carolina
WR Project No. 23-0324-B**

Dear Ms. Randall,

WithersRavenel is pleased to provide this Agreement for Professional Services. The Town received an ARPA grant of \$200,000 to conduct a Water Asset Inventory and Assessment (AIA) Study (DWI Project Number AIA-D-ARP-0064). We look forward to working with you on this project. If you have any questions or concerns about this Agreement, 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:
Agreement for Professional Services

Town of Holly Springs Holly Springs, North Carolina Agreement for Professional Services

A. Project Description

This Agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Holly Springs and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this Agreement and any subsequent agreements the following references shall apply:

1. Town of Holly Springs shall be known as the "Client" or "Town";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. The executed Agreement shall be known as the "Agreement";
5. North Carolina Department of Environmental Quality shall be known as "DEQ";
6. Division of Water Infrastructure shall be known as "DWI";
7. The American Rescue Plan Act shall be known as "ARPA";
8. The Capital Improvement Plan shall be known as "CIP";
9. The Asset Management Plan shall be known as "AMP";
10. Asset Inventory and Assessment shall be known as "AIA".

The Client is a recipient of an Asset Inventory and Assessment (AIA) grant for the May 2022 Funding Cycle (DWI Project Number AIA-D-ARP-0064). AIA grants are authorized by NC Session Law 2015-241 in the changes made to NCGS 159G. The purpose of the grants is to encourage water and wastewater utilities to become more viable and more proactive in the management and financing of their systems.

For this grant, there is no Town match requirement.

The Consultant will provide professional services for data gap analysis and characterization, asset inventory development, and risk assessment.

The purpose of this project is to provide engineering and asset management services related to the evaluation of the Town's Water Distribution assets. This project is part of the Town's larger Asset Management Implementation and will be funded with Asset Inventory and Assessment (AIA) Grant funding from the North Carolina Division of Water Infrastructure (NC DWI) and culminate in delivery of a final AIA to NC DWI.

The Consultant will provide the following Deliverables:

- | | |
|---|-----------------------------------|
| 1. Asset Inventory/Gap Assessment (GIS) | One digital version (geodatabase) |
| 2. Risk Assessment Data | One digital version (geodatabase) |
| 3. Technical Memorandum | One digital version |

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timelines for the basis of the services described in the Scope of Services are shown below.

Milestone	Timeline – Post Execution
Complete contracting, form project team, and begin work by meeting with relevant parties to begin records review and system assessment	1 Month
Data Gap Analysis and Characterization	2 – 5 Months
Asset Inventory Development	6 – 10 Months
Risk Assessment	11 – 14 Months

- From the milestone timelines and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be 14-16 months with a two (2) month contingency (months 15 and 16).
- The estimated timelines may be impacted by, among other things:
 - Timeliness and additional permit and/or plan reviews of review agencies;
 - Timeliness and accuracy of information provided by the Client and Client consultants.
 - Weather
- If available, opportunities to adjust these estimated timelines can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management and Grant Administration

A. Project related:

- Evaluate available documentation of the distribution system including previously collected GIS data, assessment data, and previous studies to become familiar with the system.
- Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the Project.
- Schedule a meeting with Client to coordinate efforts, identify key Project team members.
- Provide overall Project Management services to monitor the job progress, arrange resources for the Project, and communicate to the Client the status of the Project.

B. Grant related:

- Attend the Project kick-off meeting to review grant requirements.
- Attend monthly progress meetings as needed.

3. Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
4. Complete preliminary paperwork needed to submit reimbursements for the Project.
5. Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
6. Assist the Client Finance Officer in keeping necessary files and documentation.
7. Function as a liaison as required between the Client and DWI.
8. Assist the Client in close-out procedures and paperwork.

Task 2 - Data Gap Analysis and Characterization

The Consultant will conduct a desktop analysis of available asset inventory and condition data for the Water Distribution assets. This task consists of general GIS database and Computerized Maintenance Management System (CMMS) Data review associated with the alignment of the Town's asset data to specific attributes necessary to conduct the desktop asset condition assessments.

1. This analysis will identify data gaps where data is currently lacking and establish a strategy for closing gaps in current asset inventory attribute and condition data and data collection.
 2. A Gap analysis memorandum will be provided which will document existing data gaps, a short-term strategy for conducting Risk Assessment with existing data sources, and a long-term strategy to address data collection need.
- A. Data Acquisition – Consultant will request relevant data/information from the Town, including GIS (assets and topographic information and soils data), CMMS asset record data and work order (break/leak) data, red water complaints, hydraulic model output, etc. It is assumed that data will be provided by the Town in spreadsheet/database or GIS format with unique identification codes for linkage and condition rating (if available). This data may include, but is not limited to, the following:
- GIS layer of the geocoded work order and maintenance information linked with GIS identification codes for the water distribution system pipes
 - GIS layer for the pipe assets including pipe age, pipe diameters, and pipe materials
 - GIS layer or spreadsheet of water main breaks and leak locations
 - Pipeline inspection data
 - Other asset inspection data related to the water distribution system (pump stations, tanks, etc.)
 - Historical mapping and Record Drawing information
- B. Kickoff Meeting – Consultant will prepare for, attend, and facilitate a project kickoff meeting with the Town to identify key personnel, review scope and schedule, perform a review of the project understanding and solicit input/comments from the Town.
- C. Conduct a data gap analysis to review current failure rates and to identify missing values and inconsistencies in asset attributes (i.e., age, diameter, material, etc.) that will impact the risk assessment work effort. Facilitate up to two workshops to validate identified asset attribute gaps with Town staff.

- D. Review the Town's GIS to establish pipe cohorts and identify expected useful life of each cohort (using industry standards supplemented by pipe material, size, class, available age, line break/failure data, and soils composition information).
- E. Interviews with Town personnel – Consultant will conduct up to four hours of interviews with key Town staff to identify known areas of concern within the distribution systems. The interviews will include identification of areas with known performance issues, high breaks, frequent cleaning, low pressure, red water complaints, etc. This operator-based knowledge is critical to the desktop analysis.

Task 3 - Asset Inventory Development

The Consultant will develop an initial Asset Inventory for the Town's Water Distribution System. The existing GIS will be utilized and validated for these assets.

A. Water Distribution Asset Inventory

- It is assumed that the asset inventory for these systems will consist of primarily review and validation of existing GIS Asset Data, establishment of pipe cohorts and filling critical asset gaps for age, material, and diameter with systemwide assumptions based on the Town's historical standards.
- The asset inventory for buried assets will be developed at the mainline level. Valves, Services, and other appurtenances will be included in the inventory but for condition purposes will be grouped with the adjacent mainline assets.
- For vertical assets, the Consultant will provide a template for asset inventory data collection to be populated by Town staff.
- An allowance of \$35,000 is included for limited GIS expansion to include new pipes and/or asset inventory and attribute improvements based on detailed review of record drawings.

Task 4 - Risk Assessment

The Consultant will evaluate Water Distribution assets to determine Likelihood of Failure (LOF), Consequence of Failure (COF), and Business Risk Exposure (BRE) scoring based on available hydraulic and condition data sources.

This task consists of the implementation of a GIS-based comprehensive desktop asset criticality and condition assessment approach built from current industry best practices and integrating staff training to facilitate knowledge transfer and sustainability:

- A. Consequence of Failure (COF) Scoring – Consultant will develop COF criteria, weights, and scoring for all assets.
 - Service laterals, valves and appurtenances are expected to be grouped with associated mainline assets for the water distribution system, unless there are specific data sources to differentiate the condition.
 - COF and LOF for vertical assets are expected to be provided at the asset level based on the asset data provided by the Town. COF and LOF will be based on industry standards and input provided by Town of Holly Springs staff regarding asset condition. Field assessment of asset condition is not included.
 - COF criteria are anticipated to include the direct and indirect impacts of an asset failure against the triple bottom line factors (Environment, Economic, and Social). Consultant will apply the accepted criteria to each pipe segment within the Town's GIS.

- B. Likelihood of Failure (LOF) Scoring – Consultant will develop LOF criteria, weights, and scoring for all assets, based on criteria to be established collaboratively with the Town. The LOF will typically incorporate available condition data, where applicable, and will include structural failures as well as any known fire flow/velocity, head loss deficiencies, and red water issues for water where applicable. Consultant will apply the accepted criteria to each asset within the Town’s GIS.
- C. Remaining Useful Life (RUL) – Consultant will develop and implement a process to estimate the RUL for each asset. The process for determining the RUL will be based on factors such as age, cohort, and other LOF factors identified in Task 4B.
- D. Risk Data Integration – Consultant will develop a combined risk score for each asset. In addition, Consultant will develop a risk matrix that indicates risk regions that will incorporate rehabilitation and renewal strategies dependent on the risk assessment results. Each pipe segment will be assigned a corrective action for consideration and evaluation.
- E. Risk Assessment Results Workshop – Consultant will prepare for, attend, and facilitate a Risk Assessment Results Workshop with the Town to review and validate risk assessment scoring results and developed R&R strategies. Upon review and validation by the Town, Consultant will finalize the risk scores, add them to the GIS database, and deliver to the Town for incorporation.

D. Exclusions/Additional Services/Assumptions

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- ▶ Surveying services beyond those identified in Section C.
- ▶ Ground Penetrating Radar (GPR) and Subsurface Utility Engineering (SUE) services
- ▶ Project investigations or cost estimates that would require engineering or design services are beyond the scope of this Agreement and are to be procured separately

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species’ Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA’s;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;

- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;

- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

Assumptions:

No field collection of asset inventory or condition assessment data is anticipated other than as noted in Section C.

No Cityworks configuration is anticipated as part of this scope. Asset Inventory will be delivered in a GIS format which is compatible with Cityworks.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide representative for communications and decisions;
2. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
3. Preferred media platforms for communications with the Client;
4. Provide in writing, any information as to Client's requirements for design;
5. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
6. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
7. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
9. Attend Town meetings as required/needed;
10. Provide access to property for Consultant and subconsultants;
11. Discussions/negotiations with adjacent landowners;
12. Acquire all off-site utility and/or construction easements required for this Project;
13. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
14. All submittal, review, or permitting fees associated with the Project;
15. Any legal representation requiring an attorney at law;
16. Any engineering assistance related to cost engineering or updated capital cost assumptions.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this Agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Total Fee
Task 1	Project Management and Grant Administration	\$25,670
Task 2	Data Gap Analysis and Characterization	\$32,350
Task 3	Asset Inventory Development	\$72,050
Task 4	Risk Assessment	\$69,930
Total		\$200,000

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.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this Agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

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.

G. Acceptance

This Agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this Agreement will serve as the written Agreement between WithersRavenel and Town of Holly Springs. All Exhibits and Attachments identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

 Digitally signed by
Brandon Inscore
Date: 2023.06.27
09:37:12 -04'00'

Signature Date

Brandon Inscore
Name

Practice Area Lead
Funding & Asset Management
Title

ACCEPTED BY:

TOWN OF HOLLY SPRINGS

Signature Date

Name

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:

Attachments:

Exhibit I- Terms and Conditions

Exhibit II- Fee & Expense Schedule

Attachment A- ARPA Federal Contract Provisions

Attachment B- Debarment Status Certification

Attachment C- E-Verify Affidavit

EXHIBIT I

Terms and Conditions

WithersRavenel, Inc. and Town of Holly Springs

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) 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. ~~Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.~~
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. ~~If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.~~

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 – Schedule is subject to change

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR § 5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

 Digitally signed by Brandon Inscore Date: 2023.06.27 09:37:55 -04'00'	WithersRavenel, Inc
(Authorized Signature) Brandon Inscore, Practice Area Lead, Funding & Asset Mgmt.	(Name of Contractor) 115 MacKenan Drive
(Printed Name and Title) May 13, 2023	(Street Address and/or PO Box) Cary, NC 27511
(Date) Fed ID 56-1740520 / DUNS 604477039	(City, State, Zip Code)
(DUNS, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)

Federal Debarment Search
<https://sam.gov/content/home>



WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	Registration Status ● Active Registration	Expiration Date Dec 5, 2023
CAGE/NCAGE 8T6L1	Purpose of Registration All Awards	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	

Version

Current Record▼



WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 5, 2023	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 04	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2022	Submission Date Dec 5, 2022	Initial Registration Date Aug 21, 2020
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Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records? No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 8T6L1
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Points of Contact**Electronic Business**

☎ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
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Government Business

☎ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological
B532	Special Studies/Analysis- Soil

C219	Architect And Engineering- General: Other
F109	Environmental Systems Protection- Leaking Underground Storage Tank Support
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R425	Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina South Carolina Virginia	(blank)	(blank)

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer 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. Employer understands that Employers Must Use E-Verify. Each employer, 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. Employer 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. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023

Signature of Affiant: C. Chan Bryant

Print or Type Name: C. CHAN BRYANT

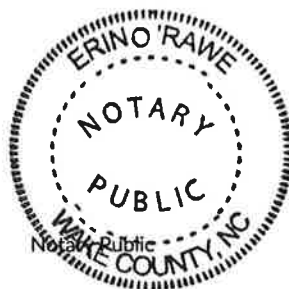
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)

June 27, 2023

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

**RE: Agreement for Professional Services
Sewer AIA Project
Holly Springs, North Carolina
WR Project No. 23-0324-A**

Dear Ms. Randall,

WithersRavenel is pleased to provide this Agreement for Professional Services. The Town received an ARPA grant of \$200,000 to conduct a Sewer Asset Inventory and Assessment (AIA) Study (DWI Project Number AIA-W-ARP-0077). We look forward to working with you on this project. If you have any questions or concerns about this Agreement, 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:
Agreement for Professional Services

Town of Holly Springs Holly Springs, North Carolina Agreement for Professional Services

A. Project Description

This Agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Holly Springs and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this Agreement and any subsequent agreements the following references shall apply:

1. Town of Holly Springs shall be known as the "Client" or "Town";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. The executed agreement shall be known as the "Agreement";
5. North Carolina Department of Environmental Quality shall be known as "DEQ";
6. Division of Water Infrastructure shall be known as "DWI";
7. The American Rescue Plan Act shall be known as "ARPA";
8. The Capital Improvement Plan shall be known as "CIP";
9. The Asset Management Plan shall be known as "AMP";
10. Geographic Information System shall be known as "GIS";
11. Asset Inventory and Assessment shall be known as "AIA".

The Client is a recipient of an Asset Inventory and Assessment (AIA) grant for the May 2022 Funding Cycle (DWI Project Number AIA-W-ARP-0077). AIA grants are authorized by NC Session Law 2015-241 in the changes made to NCGS 159G. The purpose of the grants is to encourage water and wastewater utilities to become more viable and more proactive in the management and financing of their systems.

For this grant, there is no Town match.

The Consultant will provide professional services for data gap analysis and characterization, asset inventory development, and risk assessment.

The purpose of this project is to provide engineering and asset management services related to the evaluation of the Town's Wastewater Collection and Treatment Assets. This project is part of the Town's larger Asset Management Implementation and will be funded with Asset Inventory and Assessment (AIA) Grant funding from the North Carolina Division of Water Infrastructure (NC DWI) and culminate in delivery of a final AIA to NC DWI.

The Consultant will provide the following Deliverables:

- | | |
|---|-----------------------------------|
| 1. Asset Inventory/Gap Assessment (GIS) | One digital version (geodatabase) |
| 2. Risk Assessment Data | One digital version (geodatabase) |
| 3. Technical Memorandum | One digital version |

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timelines for the basis of the services described in the Scope of Services are shown below.

Milestone	Timeline
Complete contracting, form project team, and begin work by meeting with relevant parties to begin records review and system assessment	1 Month
Data Gap Analysis and Characterization	2 – 4 Months
Asset Inventory Development	5 – 9 Months
Risk Assessment	10 – 14 Months

- From the milestone time frames and factoring in variability in the approval process, Consultant estimates the total project time frame for the Scope of Services to be 14-16 months with a two (2) month contingency (months 15 and 16).
- The estimated timelines may be impacted by, among other things:
 - Timeliness and additional permit and/or plan reviews of review agencies;
 - Timeliness and accuracy of information provided by the Client and Client consultants.
 - Weather
- If available, opportunities to adjust these estimated timelines can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management

A. Project related:

- Evaluate available documentation of the collection system including previously collected GIS data, assessment data, and previous studies to become familiar with the system.
- Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the Project.
- Schedule a meeting with Client to coordinate efforts, identify key Project team members.
- Provide overall Project Management services to monitor the job progress, arrange resources for the Project, and communicate to the Client the status of the Project.

B. Grant related:

1. Attend the Project kick-off meeting to review grant requirements.
2. Attend monthly progress meetings as needed.
3. Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
4. Complete preliminary paperwork needed to submit reimbursements for the Project.
5. Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
6. Assist the Client Finance Officer in keeping necessary files and documentation.
7. Function as a liaison as required between the Client and DWI.
8. Assist the Client in close-out procedures and paperwork.

Task 2 - Data Gap Analysis and Characterization

The Consultant will conduct a desktop analysis of available asset inventory and condition data for the Wastewater Collection and Wastewater Treatment Plant assets. This task consists of general GIS database and Computerized Maintenance Management System (CMMS) Data review associated with the alignment of the Town's asset data to specific attributes necessary to conduct the desktop asset condition assessments.

1. This analysis will identify data gaps where data is currently lacking and establish a strategy for closing gaps in current asset inventory attribute and condition data and data collection.
 2. A Gap analysis memorandum will be provided which will document existing data gaps, a short-term strategy for conducting Risk Assessment with existing data sources, and a long-term strategy to address data collection need.
- A. Data Acquisition – Consultant will request relevant data/information from the Town, including GIS (assets and topographic information and soils data), CMMS asset record data and work order (break/leak) data, hydraulic model output, etc. It is assumed that data will be provided by the Town in spreadsheet/database or GIS format with unique identification codes for linkage and condition rating (if available). This data may include, but is not limited to, the following:
- GIS layer of the geocoded work order and maintenance information linked with GIS identification codes for the wastewater collection system pipes
 - GIS layer for the pipe assets including pipe age, pipe diameters, and pipe materials
 - Sanitary sewer overflow (SSO) historical information and disposition (locations, cause, estimated volumes, repair/response, if any)
 - CCTV defect codes with modifiers convertible to a PACP score
 - Other asset inspection data related to the wastewater collection systems (pump stations, tanks, treatment plant assets etc.)
 - Historical mapping and Record Drawing information for Wastewater Collection, and Wastewater Treatment Plant assets

- B. Kickoff Meeting – Consultant will prepare for, attend, and facilitate a project kickoff meeting with the Town to identify key personnel, review scope and schedule, perform a review of the project understanding and solicit input/comments from the Town.
- C. Conduct a data gap analysis to review current failure rates and to identify missing values and inconsistencies in asset attributes (i.e., age, diameter, material, etc.) that will impact the risk assessment work effort. Facilitate up to two workshops to validate identified asset attribute gaps with Town staff.
- D. Review the Town's GIS to establish pipe cohorts and identify expected useful life of each cohort (using industry standards supplemented by pipe material, size, class, available age, line break/failure data, and soils composition information).
- E. Interviews with Town personnel – Consultant will conduct up to four hours of interviews with key Town staff to identify known areas of concern within the collection system. The interviews will include identification of areas with known performance issues, high breaks, frequent cleaning, etc. This operator-based knowledge is critical to the desktop analysis.

Task 3 - Asset Inventory Development

The Consultant will develop an initial Asset Inventory for the Town's Wastewater Collection System and Wastewater Treatment Plant assets.

- 1. The existing GIS will be utilized and validated for the Wastewater Collection System asset inventory development.
 - 2. The Wastewater Treatment Plant asset inventory will be developed utilizing the JobCal asset list provided by the Town.
- A. Wastewater Collection System Asset Inventory
 - It is assumed that the asset inventory for these systems will consist of primarily review and validation of existing GIS Asset Data, establishment of pipe cohorts and filling critical asset gaps for age, material, and diameter with systemwide assumptions based on the Town's historical standards.
 - The asset inventory for buried assets will be developed at the mainline level. Manholes, Valves, Services, and other appurtenances will be included in the inventory but for condition purposes will be grouped with the adjacent mainline assets.
 - An allowance is included for limited GIS expansion to include new pipes and/or asset inventory and attribute improvements based on detailed review of record drawings.
 - It is assumed that the wastewater pump station assets inventory will be developed based primarily on the prior inspection reports developed and plans provided by the Town and validated with operator interviews. Field condition assessment for Pump Station assets is not anticipated.
 - Subconsultant will develop a template for Town staff to utilize for collection of missing attribute data critical to the asset management analysis.
 - An allowance of \$25,000 is included for limited GIS expansion to include new pipes and/or asset inventory and attribute improvements based on detailed review of record drawings.
 - B. Wastewater Treatment Plant Asset Inventory
 - The Wastewater Treatment Plant asset inventory will be developed utilizing the JobCal asset list provided by the Town.

- This task will consist of development of a desktop asset inventory based on the inventory provided by the town as well as a review of historical plans and records to determine gaps where asset data does not exist.
- Detailed condition assessment of these assets is not anticipated. Condition will be based on typical asset lifespans and input from Town Staff.
- Subconsultant will develop a template for Town staff to utilize collect missing asset and attribute data critical to the asset management analysis.
- The Wastewater Treatment Plant Asset Inventory will be delivered in a tabular format at the asset level linked to process level polygons via unique identifiers compatible with the Town's ESRI and Cityworks systems.

Task 4 - Risk Assessment

The Consultant will evaluate Wastewater Collection and Wastewater Treatment Plant assets to determine Likelihood of Failure (LoF), Consequence of Failure (CoF), and Business Risk Exposure (BRE) scoring based on available hydraulic and condition data sources.

This task consists of the implementation of a GIS-based comprehensive desktop asset criticality and condition assessment approach built from current industry best practices and integrating staff training to facilitate knowledge transfer and sustainability:

- A. Consequence of Failure (CoF) Scoring – Consultant will develop CoF criteria, weights, and scoring for all assets.
 - Manholes, service laterals, valves and appurtenances are expected to be grouped with associated mainline assets for sewer collection, unless there are specific data sources to differentiate the condition.
 - CoF and LoF for vertical assets are expected to be provided at the asset level.
 - CoF criteria are anticipated to include the direct and indirect impacts of an asset failure against the triple bottom line factors (Environment, Economic, and Social). Consultant will apply the accepted criteria to each pipe segment within the Town's GIS.
- B. Likelihood of Failure (LoF) Scoring – Consultant will develop LoF criteria, weights, and scoring for all assets, based on criteria to be established collaboratively with the Town. The LoF will typically incorporate available condition data, where applicable, and will include structural failures as well as any known capacity issues etc. Consultant will apply the accepted criteria to each asset within the Town's GIS.
- C. Remaining Useful Life (RUL) – Consultant will develop and implement a process to estimate the RUL for each asset. The process for determining the RUL will be based on factors such as age, cohort, and other LoF factors identified in Task 4B.
- D. Risk Data Integration – Consultant will develop a combined risk score for each asset. In addition, Consultant will develop a risk matrix that indicates risk regions that will incorporate rehabilitation and renewal strategies dependent on the risk assessment results. Each pipe segment will be assigned a corrective action for consideration and evaluation.
- E. Risk Assessment Results Workshop – Consultant will prepare for, attend, and facilitate a Risk Assessment Results Workshop with the Town to review and validate risk assessment scoring results and developed R&R strategies. Upon review and validation by the Town, Consultant will finalize the risk scores, add them to the GIS database, and deliver to the Town for incorporation.

D. Exclusions/Additional Services/Assumptions

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- ▶ Hydraulic Sewer Capacity Modeling
- ▶ Sanitary sewer smoke testing
- ▶ CCTV of sanitary sewer lines
- ▶ Surveying services beyond those identified in Section C.
- ▶ Ground Penetrating Radar (GPR) and Subsurface Utility Engineering (SUE) services
- ▶ Project investigations or cost estimates that would require engineering or design services are beyond the scope of this Agreement and are to be procured separately

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.

- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations;
- Soil Media Mix Testing and Gradation Certification;

- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;

- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

Assumptions:

No field collection of asset inventory or condition assessment data is anticipated other than as noted in Section C.

No Cityworks configuration is anticipated as part of this scope. Asset Inventory will be delivered in a GIS format which is compatible with Cityworks.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide representative for communications and decisions;
2. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
3. Preferred media platforms for communications with the Client;
4. Provide in writing, any information as to Client's requirements for design;
5. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
6. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
7. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
9. Attend Town meetings as required/needed;
10. Provide access to property for Consultant and subconsultants;
11. Discussions/negotiations with adjacent landowners;
12. Acquire all off-site utility and/or construction easements required for this Project;
13. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
14. All submittal, review, or permitting fees associated with the Project;
15. Any legal representation requiring an attorney at law;
16. Any engineering assistance related to cost engineering or updated capital cost assumptions.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this Agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Total Fee
Task 1	Project Management and Grant Administration	\$25,670
Task 2	Data Gap Analysis and Characterization	\$29,920
Task 3	Asset Inventory Development	\$78,520
Task 4	Risk Assessment	\$65,890
Total		\$200,000

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.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this Agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

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.

G. Acceptance

This Agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this Agreement will serve as the written Agreement between WithersRavenel and Town of Holly Springs. All Exhibits and Attachments identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

 Digitally signed by Brandon Inscore
Date: 2023.06.27 09:09:18 -04'00'

Signature Date

Brandon Inscore
Name

Practice Area Lead
Funding & Asset Management
Title

ACCEPTED BY:

TOWN OF HOLLY SPRINGS

Signature Date

Name

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:

Attachments:

Exhibit I- Terms and Conditions

Exhibit II- Fee & Expense Schedule

Attachment A- ARPA Federal Contract Provisions

Attachment B- Debarment Status Certification

Attachment C- E-Verify Affidavit

EXHIBIT I

Terms and Conditions

WithersRavenel, Inc. and Town of Holly Springs

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) 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. ~~Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.~~
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. ~~If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.~~

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 – Schedule is subject to change

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR § 5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

 Digitally signed by Brandon Inscore
Date: 2023.06.27 09:09:49 -04'00'

(Authorized Signature) Brandon Inscore, Practice Area Lead, Funding & Asset Mgmt.	WithersRavenel, Inc (Name of Contractor) 115 MacKenan Drive
(Printed Name and Title) May 13, 2023	(Street Address and/or PO Box) Cary, NC 27511
(Date) Fed ID 56-1740520 / DUNS 604477039	(City, State, Zip Code)
(DUNS, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)



WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	Registration Status ● Active Registration	Expiration Date Dec 5, 2023
CAGE/NCAGE 8T6L1	Purpose of Registration All Awards	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	

Version

Current Record ▼



WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 5, 2023	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 04	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2022	Submission Date Dec 5, 2022	Initial Registration Date Aug 21, 2020
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Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 8T6L1
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Points of Contact**Electronic Business**

☎ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
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Government Business

☎ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological
B532	Special Studies/Analysis- Soil

C219	Architect And Engineering- General: Other
F109	Environmental Systems Protection- Leaking Underground Storage Tank Support
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R425	Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina	(blank)	(blank)
South Carolina		
Virginia		

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, C. CHAN BRYANT, (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer 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. Employer understands that Employers Must Use E-Verify. Each employer, 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. Employer 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. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023

Signature of Affiant: C. Chan Bryant

Print or Type Name: C. CHAN BRYANT

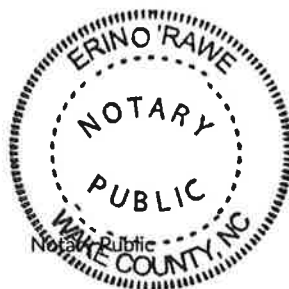
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: 1328 Piney Grove Wilbon Rd. - Voluntary Annexation A23-04

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

- Adopt Resolution 23-25 directing the Town Clerk to investigate the sufficiency of annexation petition A23-04 and setting the public hearing for November 21, 2023.

Explanation:

- The Town has received a petition for voluntary annexation of 6.815 +/- acres located at 1328 Piney Grove Wilbon Road.
- The owners of the property are Dinah Jones Upchurch et al.
- The property owner is seeking to subdivide the property into 2 residential lots, which requires annexation per the Unified Development Ordinance.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

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

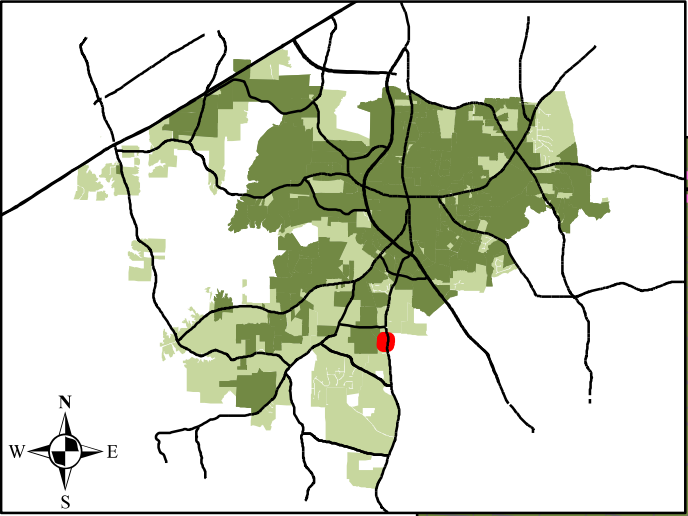
Funding Source(s):

N/A

Attachment(s):

1. A23-04 Map
2. 23-25 Resolution of Sufficiency A23-04

A 23-04 | 1328 Piney Grove Wilbo Rd | 6.815



Legend

-  Annexation Property Site
-  Subdivisions
-  Town Limits
-  ETJ



Resolution No. 23-25

Date Adopted: October 17, 2023

Annexation No.: A23-04

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

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

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

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

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

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe set in the new Western right-of-way Piney Grove Wilbon Road, in the Northern line of land in the name of Willie Lee Norris' heirs, Lot 1D, as recorded in book of maps 1986 page 486 in the Wake County Register of Deeds, said point being S 89°54'54" E a distance of 355.24 from and existing iron stake with a North Carolina grid coordinate of N:678771.76, E:2046882.15, and from said Point of BEGINNING runs;

Thence with Norris, N 89°54'54" W a distance of 355.24' to an existing iron stake in the line of Honeycutt Farm, Phase 12, as recorded in book of maps 2022 page 926, and runs;

Thence with Honeycutt Farm, N 01°21'37" E a distance of 667.04' to an existing iron stake in the corner of Honeycutt Farm, being a corner of Wake Co. Board of Education as recorded in book of maps 2018 page 1755 and Willie Lee Norris' heirs, Lot 1B, as recorded in book of maps 1986 page 486, and runs;

Thence with Norris, S 89°54'54" E a distance of 412.35' to an iron pipe set in the new Western right-of-way of Piney Grove Wilbon Road, and runs;

Thence S 89°54'54" E a distance of 51.93' to the centerline of Piney Grove Wilbon Road, and runs;

Thence with the centerline of Piney Grove Wilbon Road for the following 5 courses:

Thence S 07°15'44" E a distance of 35.27' to a point, and runs;

Thence S 02°03'00" W a distance of 122.87' to a point, and runs;

Thence S 07°44'08" W a distance of 131.37' to a point, and runs;

Thence S 08°22'28" W a distance of 366.35' to a point, and runs;

Thence S 07°00'51" W a distance of 16.49' to a point, and runs;

Thence N 89°54'54" W a distance of 51.88' to the Point and Place of BEGINNING, having an area of 296,869 square feet, or 6.815 acres, to be the same more or less.

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

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

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

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

Adopted this, the 17th day of October, 2023.

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: 12532 Holly Springs New Hill Rd. - Voluntary Annexation A22-08

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

Adopt Resolution 23-18 directing the Town Clerk to investigate the sufficiency of annexation petition A22-08 and setting the public hearing for November 21, 2023.

Explanation:

- The Town has received a petition for voluntary annexation of a 126.41 +/- acres parcel located along Holly Springs New Hill Road and a separate 20.66 +/- acres parcel located along Friendship Road.
- The owner of the 126.41 acre parcel is Helix Ventures LLC, and the owner of the 20.66 acre parcel is Friendship Road Landco, CMP Management, LLC.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

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

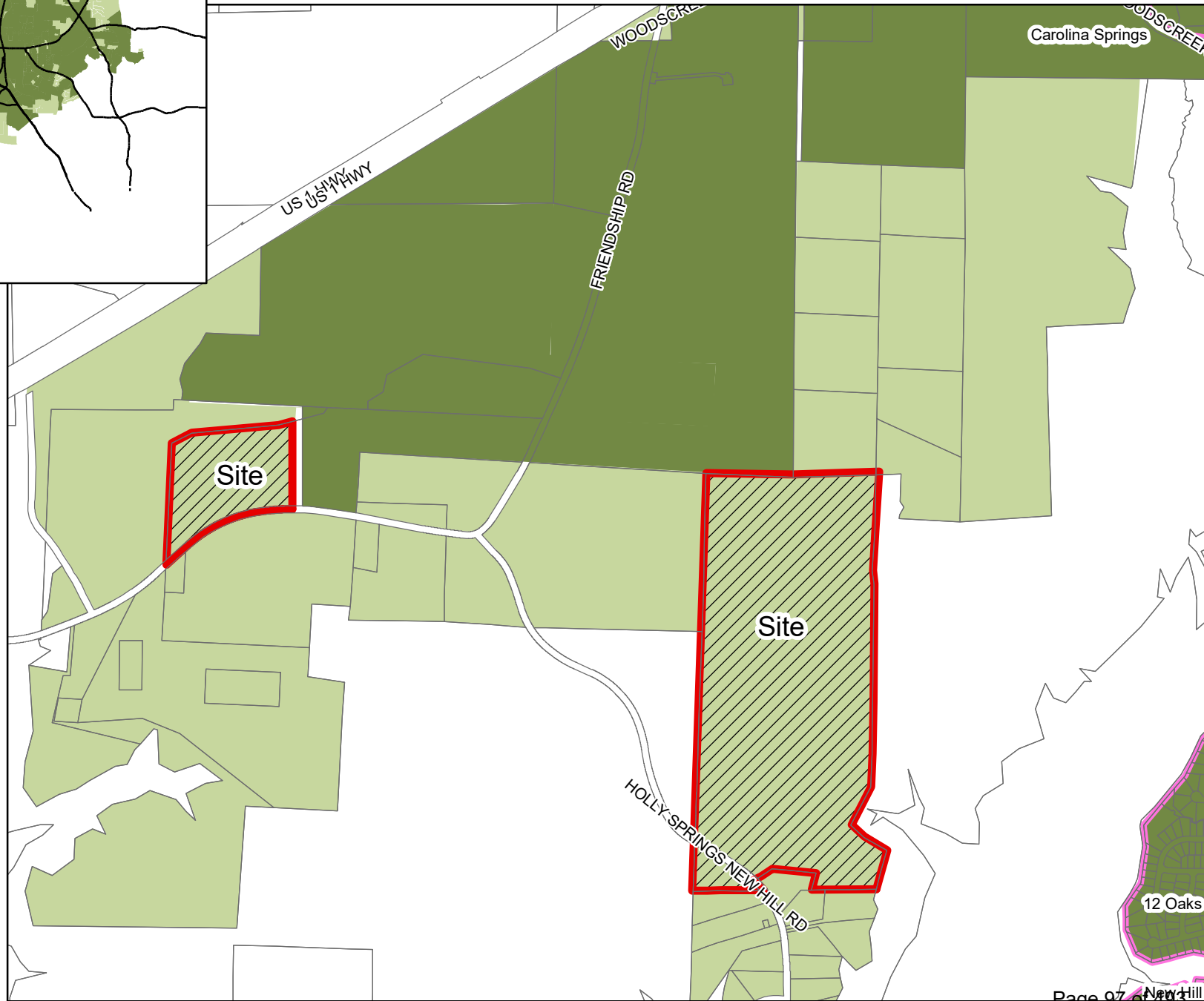
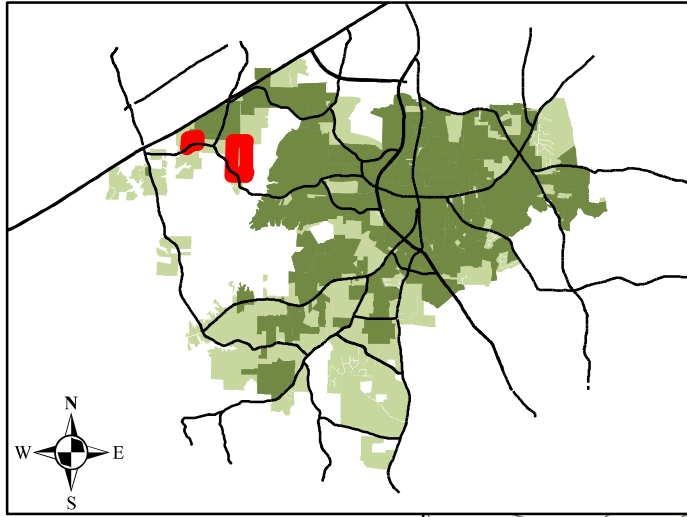
Funding Source(s):

N/A

Attachment(s):

1. A22-08 Map
2. 23-18 Resolution of Sufficiency A22-08 - 12532 HS New Hill Rd.

A 22-08 | 12532 Holly Springs New Hill Rd. Pod A & D |
Parcel 1 20.66 | Parcel 2 126.41



Legend

-  Annexation Property Site
-  Subdivisions
-  Town Limits
-  ETJ



Resolution No. 23-18

Date Adopted: October 17, 2023

Annexation No.: A22-08

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

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

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

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

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

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

Commencing on NGS Monument H 218, having North Carolina State Plane Coordinates of N: 703,507.217', E: 2,029,609.580'; thence South 1°24'18" East, 7,611.17 feet to the **Point of Beginning**, being a 1" IPF in the southern Margin of Holly Springs New Hill Road (NCSR 1152), having North Carolina State Plane Coordinates of N: 695,898.33", E: 2,029,796.23'; thence along and with the proposed annexation line the following courses and distances:
North 01°58'42" East, 63.62 feet to an Iron Pipe Found;
North 01°58'42" East, 1,800.54 feet to a Computed point, said point being 4.3 feet East of a 1" Iron Pipe Found;
North 01°58'42" East, 1,391.95 feet to Concrete Monument Found;
South 89°03'13" East, 27.26 feet to an Iron Rod Found with 3" by 1/8" Blade;
South 89°03'13" East, 730.88 feet to a leaning Concrete Monument Found;
North 88°04'27" East, 722.19 feet to a 1/2" capped Iron Pipe Found with tac 0.3' North of Property Line;
North 88°04'27" East, 34.43 feet to an Iron Rod Set;
South 3°28'36" West, 513.23 feet to a 1 1/2" Iron Pipe Found;
South 3°29'07" West, 354.19 feet to a 1 1/2" Iron Pipe Found;
South 6°20'17" East, 116.45 feet to a 1 1/2" Iron Pipe Found;
South 0°32'51" West, 1,042.32 feet to a 1 1/2" Iron Pipe Found;
South 0°51'38" West, 452.63 feet to a 1 1/2" Iron Pipe Found;
South 2°26'58" West, 289.73 feet to Concrete Monument Found;
South 27°22'07" West, 376.23 feet to a 1 1/2" Iron Pipe Found;

South 47°08'23" East, 155.61 feet to a 1 1/2" Iron Pipe Found;
 South 59°27'41" East, 232.32 feet to Concrete Monument Found;
 South 15°43'23" West, 354.95 feet to a 1 1/2" Iron Pipe Found;
 South 89°29'35" West, 431.41 feet to a 1" Iron Rebar Found 0.1' North of Property Line;
 South 89°29'35" West, 19.41 feet to a 1" Iron Pipe Found;
 South 89°29'35" West, 116.98 feet to a Concrete Monument Found;
 North 15°34'07" East, 151.68 feet to a Concrete Monument Found;
 North 84°44'10" West, 388.89 feet to a Concrete Monument Found;
 South 56°24'01" West, 119.54 feet to a Concrete Monument with Cap Found;
 South 64°12'40" West, 32.28 feet to a 5/8" Iron Rebar Found along the Northern margin of Holly Springs New Hill Road (NCSR 1152);
 South 64°12'40" West, 32.63 feet to a Computed point in the middle of Holly Springs New Hill Road (NCSR 1152);
 Thence along and with a curve to the right, having a radius of 851.68 feet, an arc length of 123.69 feet and a chord bearing and distance of South 42°20'06" East, 123.28 feet to a point;
 South 89°29'35" West, 32.16 feet to a 1/2" Iron Pipe Found;
 South 89°31'19" West, 36.01 feet to a 1" Pinched Iron Pipe Found;
 South 89°31'19" West, 308.84 feet to a 1" Iron Pipe Found;
 South 89°27'25" West, 118.85 feet to an Iron Pipe Found with 3/4" bent nail;
 South 89°30'51" West, 131.82 feet to a Concrete Monument Found;
 North 1°58'42" East, 412.87 feet to the **Point Of Beginning**, containing 5,506,310 square feet or 126.41 acres, more or less.

<and>

Commencing on NGS Monument H 218, having North Carolina State Plane Coordinates of N: 703,507.217', E: 2,029,609.580'; thence South 40°49'05" West, 6,808.62 feet to the **Point of Beginning**, being a Computed Point in the Center of Friendship Road (NCSR 1149), having North Carolina State Plane Coordinates of N: 698,354.53', E: 2,025,159.06';
 thence along and with the proposed annexation line the following courses and distances:
 North 02°40'02" East, 42.00 feet to an Iron Rod Set;
 North 02°40'02" East, 1,026.66 feet to an Iron Rod Found;
 North 62°28'43" East, 196.73 feet to an Iron Rod Found;
 North 84°55'00" East, 763.00 feet to an Iron Rod Found;
 North 75°03'09" East, 128.39 feet to a Computed Point;
 South 0°08'31" West, 770.70 feet to a Computed Point in the center of Friendship Road (NCSR 1149);
 thence continuing along and with the centerline of Friendship Road (NCSR 1149) the following two courses and distances:
 Thence along and with a curve to the left, having a radius of 1,851.00 feet, an arc length of 1,937.56 feet and a chord bearing and distance of South 85°17'25" West, 315.29 feet to a point;
 Thence along and with a curve to the left, having a radius of 1,197.00 feet, an arc length of 1,937.56 feet and a chord bearing and distance of South 64°03'18" West, 673.91 feet to a point;
 South 47°58'48" West, 250.54 feet to the **Point Of Beginning**, containing 900,046 square feet or 20.66 acres, more or less.

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

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

investigation.

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

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

Adopted this, the 17th day of October, 2023.

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Amendments to Bond Orders for the Issuance of Water and Sewer Revenue Bonds

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

Staff Resource: Tina Stroupe, Finance

Action(s):

Amend the 2008 bond order and the 2020 supplemental bond order for water and sewer revenue bonds and Approve General Trust Indenture

Explanation:

- As required by the The Trust Indenture Act of 1939, any bond issues over \$10 million require a formal written agreement, also known as the indenture, and it must disclose the details of the bond issue.
- A trust indenture is an agreement in a bond contract made between a bond issuer and a trustee that represents the bondholder's interests by highlighting the rules and responsibilities to which each party must adhere.
- Based on the recommendation by the Town's bond counsel and financial advisor, staff is requesting to amend the 2008 Bond Order and the 2020 Supplemental Bond Order.
- The primary purpose of modernizing its provisions is:
 - to reflect current market standards for water and sewer revenue bonds and ensure parity and the same provisions for the 2023 revenue bonds and any other bonds issued under the new General Trust Indenture.
 - to incorporate by reference the provisions of a new General Trust Indenture, to be dated as of the date of execution and delivery thereof between the Town and U.S. Bank Trust Company, National Association, as trustee
 - and issue all future water and sewer revenue bonds pursuant to the Indenture.
- PNC Bank and the Local Government Commission (LGC) have consented to these amendments to the 2008 Bond Order and the 2020 Supplemental Bond Order.

Background:

- Council previously adopted a Bond Order on August 5, 2008 and a Supplemental Bond Order and Series Resolution adopted on July 21, 2020 authorizing the issuance from time to time of water and sewer revenue bonds and issued its:
 - Water and Sewer Revenue Bond, Series 2008, originally issued in the aggregate principal amount of \$16,100,000 and
 - Water and Sewer Revenue Refunding Bond, Series 2020, originally issued in the aggregate principal amount of \$5,242,435.61.
 - PNC Bank is the current registered owner of the Bonds and the Bonds are the only

obligations outstanding under the 2008 Bond Order and the 2020 Supplemental Bond Order.

Funding Source(s):

Community Investment Plan - Revenue Bond

Attachment(s):

1. Amendment to Bond Order - Town of Holly Springs - v.3
2. Amendment to Supplemental Bond Order and Series Resolution - Town of Holly Springs - v.2
3. General Indenture - Town of Holly Springs, NC - Enterprise Systems Revenue Bonds - rev to v4

AMENDMENT TO A BOND ORDER FOR THE ISSUANCE FROM TIME TO TIME OF HOLLY SPRINGS WATER AND SEWER REVENUE BONDS

WHEREAS, the Town Council (the “*Town Council*”) of the Town of Holly Springs, North Carolina (the “*Town*”) previously adopted a Bond Order on August 5, 2008 (the “*2008 Bond Order*”) authorizing the issuance from time to time of water and sewer revenue bonds pursuant to Article 5 of Chapter 159 of the General Statutes of North Carolina;

WHEREAS, the Town Council previously issued its (a) Water and Sewer Revenue Bond, Series 2008, originally issued in the aggregate principal amount of \$16,100,000 (the “*2008 Bond*”) pursuant to the 2008 Bond Order and (b) Water and Sewer Revenue Refunding Bond, Series 2020, originally issued in the aggregate principal amount of \$5,242,435.61 (the “*2020 Bond*” and together with the 2008 Bond the “*Bonds*”), pursuant to the 2008 Bond Order and a Supplemental Bond Order and Series Resolution Authorizing and Providing for the Issuance of Up to \$5,600,000 Water and Sewer Revenue Refunding Bonds adopted by the Town Council on July 21, 2020;

WHEREAS, PNC Bank, National Association (“*PNC*”) is the current registered owner of the Bonds and the Bonds are the only obligations outstanding under the 2008 Bond Order;

WHEREAS, the Town Council has determined that it is in the best interest of the Town to amend the 2008 Bond Order for the primary purpose of (1) modernizing its provisions to reflect current market standards for water and sewer revenue bonds, and (2) providing operational and financial flexibility for the future performance of the Town’s water and sewer systems;

WHEREAS, to accomplish the aforementioned purposes, the Town Council has determined to amend the 2008 Bond Order to incorporate by reference the provisions of a General Trust Indenture to be dated as of the date of execution and delivery thereof (the “*Indenture*”) between the Town and U.S. Bank Trust Company, National Association, as trustee, and issue all future water and sewer revenue bonds pursuant to the Indenture;

WHEREAS, the Town must obtain the consent of PNC and the Local Government Commission of North Carolina (the “*Commission*”) in order for this amendment to the 2008 Bond Order to take effect; and

WHEREAS, the Town has obtained the consent of PNC and the Commission to this amendment to the 2008 Bond Order;

NOW, THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. All terms, conditions, and covenants in the 2008 Bond Order are deleted in their entirety and the 2008 Bond Order hereby incorporates by reference all the terms, conditions, and covenants of the Indenture, which shall hereafter apply to the Bonds.

Section 2. Any and all further amendments, modifications, or supplements to the Indenture shall automatically be deemed incorporated into and form a part of the 2008 Bond Order, as amended hereby, without the necessity of any further action, approval, or vote by the Town Council.

Section 3. Notwithstanding Section 6.8 of the Indenture, as incorporated into the 2008 Bond Order pursuant to Section 1 herein, no additional bonds may be issued under the 2008 Bond Order and the

2008 Bond Order shall automatically terminate, without further authorization, approval or action of the Town Council, upon the maturity or redemption in full of the Bonds.

Section 4. This amendment to the 2008 Bond Order shall take effect upon receipt of the consent of PNC and the Commission and the execution and delivery of the Indenture.

Section 5. Upon execution and delivery of the Indenture, (a) the Bonds shall constitute “Bonds” (as defined in the Indenture) for purposes of the Indenture and, as such, shall be secured as provided in the Indenture on parity with any other Bonds hereafter outstanding under the Indenture, (b) all references to the 2008 Bond Order in the financing documents related to the Bonds (including the related Bond forms) shall be deemed to refer to the 2008 Bond Order, as amended by this amendment to the 2008 Bond Order, and (c) all references to “Net Revenues” in the financing documents related to the Bonds (including the related Bond forms) shall be deemed to refer to “Net Revenues” as defined in the Indenture.

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 an amendment to a bond order entitled “AMENDMENT TO A BOND ORDER FOR THE ISSUANCE FROM TIME TO TIME OF HOLLY SPRINGS WATER AND SEWER REVENUE BONDS” adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 17th day of October, 2023.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the 17th day of October, 2023.

[SEAL]

Linda McKinney
Town Clerk
Town of Holly Springs, North Carolina

**AMENDMENT TO A SUPPLEMENTAL BOND ORDER AND SERIES RESOLUTION
AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF UP TO \$5,600,000 WATER AND
SEWER REVENUE REFUNDING BONDS**

WHEREAS, the Town Council (the “*Town Council*”) of the Town of Holly Springs, North Carolina (the “*Town*”) previously adopted a Bond Order on August 5, 2008 (the “*2008 Bond Order*”) authorizing the issuance from time to time of water and sewer revenue bonds pursuant to Article 5 of Chapter 159 of the General Statutes of North Carolina;

WHEREAS, the Town Council previously issued its Water and Sewer Revenue Refunding Bond, Series 2020, originally issued in the aggregate principal amount of \$5,242,435.61 (the “*2020 Bond*”), pursuant to the 2008 Bond Order and a Supplemental Bond Order and Series Resolution Authorizing and Providing for the Issuance of Up to \$5,600,000 Water and Sewer Revenue Refunding Bonds adopted by the Town Council on July 21, 2020 (the “*2020 Supplemental Bond Order*”);

WHEREAS, PNC Bank, National Association (“*PNC*”) is the current registered owner of the 2020 Bond;

WHEREAS, the Town Council has determined to amend the 2008 Bond Order pursuant to an Amendment to a Bond Order for the Issuance from Time to Time of Holly Springs Water And Sewer Revenue Bonds adopted on the date hereof (the “*2008 Bond Order Amendment*”) to incorporate by reference the provisions of a General Trust Indenture to be dated the date of execution and delivery thereof (the “*Indenture*”) between the Town and U.S. Bank Trust Company, National Association, as trustee;

WHEREAS, in furtherance of the aforementioned purpose, the Town Council has determined to amend the 2020 Supplemental Bond Order to specify that all references to the 2008 Bond Order in the 2020 Supplemental Bond Order shall hereafter refer to the 2008 Bond Order, as amended by the 2008 Bond Order Amendment;

WHEREAS, the Town must obtain the consent of PNC and the Local Government Commission of North Carolina (the “*Commission*”) in order for this amendment to the 2020 Supplemental Bond Order to take effect; and

WHEREAS, the Town has obtained the consent of PNC and the LGC to this amendment to the 2020 Supplemental Bond Order;

NOW, THEREFORE, BE IT ORDERED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA, AS FOLLOWS:

Section 1. All references to the 2008 Bond Order in the 2020 Supplemental Bond Order shall hereafter refer to the 2008 Bond Order, as amended by the 2008 Bond Order Amendment.

Section 2. This amendment to the 2020 Supplemental Bond Order shall take effect on upon the execution and delivery of the Indenture.

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 an amendment to a supplemental bond order entitled “AMENDMENT TO A SUPPLEMENTAL BOND ORDER AND SERIES RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF UP TO \$5,600,000 WATER AND SEWER REVENUE REFUNDING BONDS” adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 17th day of October, 2023.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the 17th day of October, 2023.

[SEAL]

Linda McKinney
Town Clerk
Town of Holly Springs, North Carolina

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

GENERAL TRUST INDENTURE

Dated as of
[] 1, 2023

***Town of Holly Springs, North Carolina
Enterprise Systems Revenue Bonds***

GENERAL TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
PARTIES	1
PREAMBLES	1
GRANTING CLAUSES	1
ARTICLE I Definitions Of Terms, Construction And Certain General Provisions	3
Section 1.1 Definitions	3
Section 1.2 Interpretation	11
ARTICLE II Terms Of Bonds	12
Section 2.1 Indenture to Constitute Contract; Parity Bonds	12
Section 2.2 Special Obligations	12
Section 2.3 Authorization of Bonds	12
Section 2.4 Conditions Precedent to Delivery of Bonds	12
ARTICLE III General Terms And Provisions Of Bonds	14
Section 3.1 Provisions of a Series of Bonds	14
Section 3.2 Legends	14
Section 3.3 Books for Registration	14
Section 3.4 Transfer and Exchange of Bonds	14
Section 3.5 Replacement of Mutilated, Destroyed, Stolen or Lost Bonds	14
Section 3.6 Cancellation and Destruction of Bonds	14
Section 3.7 Execution and Authentication	15
Section 3.8 Ownership of Bonds	15
Section 3.9 Temporary Bonds	15
Section 3.10 Book-Entry System	15
ARTICLE IV Application Of Bond Proceeds	16
Section 4.1 Application of Bond Proceeds	16
Section 4.2 Bonds Not Delivered for Payment	16
ARTICLE V Pledge Of Indenture; Funds And Accounts; Investments	17
Section 5.1 Pledge Effected by Indenture	17
Section 5.2 Funds and Accounts	17
Section 5.3 Enterprise Systems Operating Fund	17
Section 5.4 Debt Service Fund	18
Section 5.5 Reserved	19
Section 5.6 Extension and Replacement Fund	19
Section 5.7 Surplus Fund	20
Section 5.8 Construction Fund	20
Section 5.9 Investments	20
Section 5.10 Valuation and Sale of Investments	21
ARTICLE VI Particular Covenants	22
Section 6.1 Payment of Bonds	22
Section 6.2 Power To Issue Bonds and Pledge	22
Section 6.3 Further Assurance	22

Section 6.4	<i>Accounts and Reports</i>	22
Section 6.5	<i>Annual Budgets</i>	23
Section 6.6	<i>Rate Covenant</i>	24
Section 6.7	<i>Derivative Agreements</i>	24
Section 6.8	<i>Issuance of Additional Bonds</i>	25
Section 6.9	<i>Construction; Maintenance of Enterprise Systems</i>	26
Section 6.10	<i>Insurance; Condemnation</i>	26
Section 6.11	<i>Adding to or Removing from the System</i>	27
Section 6.12	<i>Compliance With Conditions Precedent</i>	28
Section 6.13	<i>Liens or Charges</i>	28
Section 6.14	<i>Covenant to Obtain Permits</i>	29
Section 6.15	<i>Waiver of Laws</i>	29
Section 6.16	<i>Released Revenues</i>	29
Section 6.17	<i>Lien on Net Revenues</i>	30
ARTICLE VII SUPPLEMENTAL INDENTURES		31
Section 7.1	<i>Supplemental Indentures Effective On Filing With the Trustee</i>	31
Section 7.2	<i>Supplemental Indentures Effective On Consent of Trustee</i>	31
Section 7.3	<i>Supplemental Indentures Effective On Consent of Owners</i>	32
Section 7.4	<i>General Provisions</i>	33
Section 7.5	<i>Exclusion of Bonds</i>	33
Section 7.6	<i>Notation on Bonds</i>	33
ARTICLE VIII CONCERNING THE FIDUCIARIES		35
Section 8.1	<i>The Trust</i>	35
Section 8.2	<i>Responsibility of the Trustee</i>	35
Section 8.3	<i>Evidence on Which Trustee May Act</i>	35
Section 8.4	<i>Compensation; Indemnification</i>	35
Section 8.5	<i>Permitted Acts and Functions</i>	36
Section 8.6	<i>Resignation of Trustee</i>	36
Section 8.7	<i>Removal of Trustee</i>	36
Section 8.8	<i>Appointment of Successor Trustee</i>	36
Section 8.9	<i>Transfer of Rights and Property to Successor Trustee</i>	37
Section 8.10	<i>Merger or Consolidation</i>	37
Section 8.11	<i>Appointment of Paying Agent</i>	37
Section 8.12	<i>Qualifications of Paying Agent; Resignation; Removal</i>	37
Section 8.13	<i>Appointment of Registrar</i>	38
Section 8.14	<i>Several Capacities</i>	38
Section 8.15	<i>Appointment of Co-Trustee</i>	38
Section 8.16	<i>Authenticating Agent</i>	38
ARTICLE IX DEFAULTS AND REMEDIES		40
Section 9.1	<i>Events of Default</i>	40
Section 9.2	<i>Remedies on Default</i>	40
Section 9.3	<i>Priority of Payments After Default</i>	41
Section 9.4	<i>Termination of Proceedings</i>	42
Section 9.5	<i>Owners' Right to Direct Proceedings</i>	42
Section 9.6	<i>Limitation on Rights of Owners</i>	42
Section 9.7	<i>Possession of Bonds by Trustee Not Required</i>	43
Section 9.8	<i>Remedies Not Exclusive</i>	43
Section 9.9	<i>No Waiver of Default</i>	43

Section 9.10	<i>Notice of Event of Default</i>	43
Section 9.11	<i>Subordination of Claims for Interest</i>	44
ARTICLE X DEFEASANCE		45
ARTICLE XI MISCELLANEOUS		46
Section 11.1	<i>Evidence of Signature of Owners and Ownership of Bonds</i>	46
Section 11.2	<i>Parties Interested Herein</i>	46
Section 11.3	<i>Titles, Headings, Captions, Etc</i>	46
Section 11.4	<i>Severability</i>	46
Section 11.5	<i>Governing Law</i>	46
Section 11.6	<i>Execution in Counterparts; Electronic Signatures</i>	46
Section 11.7	<i>Notices</i>	46
Section 11.8	<i>Payments Due on Holidays</i>	47
Section 11.9	<i>No Recourse Against Members, Officers or Employees of Town or LGC</i>	47

GENERAL TRUST INDENTURE

THIS GENERAL TRUST INDENTURE dated as of [REDACTED] 1, 2023 (together with any further Supplemental Indentures, this “*Indenture*”), by and between the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA** (the “*Town*”), a municipal corporation of the State of North Carolina and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “*Trustee*”); having an office and place of business in Charlotte, North Carolina, duly organized and existing under the laws of the United States of America, being authorized to accept and execute trusts of the character herein set out;

WITNESSETH:

WHEREAS, the existing Enterprise Systems (as hereinafter defined) currently provide water and sewer services to the residents, businesses and other users located within the jurisdiction of the Town and its surrounding areas;

WHEREAS, the Town proposes to issue bonds (the “*Bonds*”) under this Indenture and pursuant to the Act (hereinafter defined) and to apply the proceeds of the Bonds to finance or refinance the costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the Enterprise Systems; and

WHEREAS, the Bonds issued under this Indenture will be secured by a pledge of the Net Revenues (hereinafter defined) of the Enterprise Systems.

GRANTING CLAUSES

In order to secure the payment of the Principal of and Interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions contained herein and in the Bonds and in order to declare the terms and conditions on which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who from time to time are or become Owners thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and the purchase and acceptance of the Bonds by the Owners or obligees thereof, the Town has executed and delivered this Indenture, and by these presents does hereby assign and pledge to the Trustee, its successors in trust and its assigns forever, to the extent provided in this Indenture:

I.

All Net Revenues of the Enterprise Systems.

II.

All moneys and securities held by the Trustee, the Town or any other depositaries in any and all of the funds and accounts established under this Indenture, except the Enterprise Systems Operating Fund, the Extension and Replacement Fund and the Surplus Fund.

III.

Any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the Town or by anyone authorized to act on its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder. This Indenture

does not convey, mortgage, pledge or create any lien on any real estate or tangible personal property owned by the Town or on any revenues of the Town other than the Net Revenues.

TO HAVE AND TO HOLD, all and singular, the Trust Estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Indenture, unto the Trustee and its successors and assigns forever.

BUT IN TRUST NEVERTHELESS, on the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other for any reason whatsoever (except as expressly provided in this Indenture), so that each and all such Bonds has the same right, lien and privilege under this Indenture and is equally secured hereby, with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof.

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Town pays, causes to be paid or provides for the payment to the Owners of the Bonds, the Principal, Interest and premium (if any) to become due in respect thereof at the times and in the manner stipulated therein, herein and in any Series Indenture relating thereto and keeps, performs and observes all and singular the covenants and agreements in such Bonds and in this Indenture expressed to be kept, performed and observed by or on the part of the Town, then this Indenture and the rights hereby granted will cease, determine and be void and of no further force and effect.

It is hereby mutually covenanted and agreed that the terms and conditions on which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who from time to time be or become the Owners thereof are as follows:

ARTICLE I

DEFINITIONS OF TERMS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS

Section 1.1 Definitions. In this Indenture, the following words and terms will, unless the context otherwise requires, have the following meanings:

“*Account*” or “*Fund*” means one of the special funds or accounts created and established pursuant to Section 5.2.

“*Accountant*” means an independent certified accountant or firm of certified public accountants as may be selected by the Town.

“*Accreted Value*” means (i) on a Compounding Date with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond at the date of delivery to the original purchasers thereof plus the interest accrued on such Capital Appreciation Bond from such date to that Compounding Date as shown in the Series Indenture under which it is issued, or (ii) as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond at the date of delivery to the original purchasers thereof plus the interest accrued on such Capital Appreciation Bond from such date to the date of computation, calculated based on the assumption that Accreted Value as shown in the Series Indenture under which it is issued accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of twelve months of thirty days each, or as otherwise stated in the Series Indenture.

“*Act*” means The State and Local Government Revenue Bond Act, General Statutes of North Carolina Section 159-80 *et seq.*, as the same may hereafter be amended, or any successor statute.

“*Additional Bonds*” means Bonds issued under this Indenture and meeting the requirements of Section 6.8.

“*Annual Budget*” means the annual budget approved by the Town Council of the Town concerning the operation of the Enterprise Systems for each Fiscal Year.

“*Authenticating Agent*” means with respect to any given Series of Bonds, the Registrar or any other entity appointed in the related Series Indenture to act as an authenticating agent for such Series of Bonds or a portion thereof.

“*Balloon Indebtedness*” means a Series of Bonds, either (a) 25% or more of the Principal Installments of which are payable in a single Fiscal Year or (b) 25% or more of the Principal Installments of which may, at the option of the holder thereof, be redeemed at one time, and in either event which portion of the Principal Installments is not required by the documents pursuant to which such Bonds are issued to be amortized by redemption prior to such date; provided, however, if any Principal Installment is sized to take into account money in the Reserve Fund that the Town expects to be available to pay such Principal Installment, then the Principal Installment will be treated as net of that amount in the Reserve Fund.

“*Bond*” means one of the obligations delivered pursuant to this Indenture and all Series of Bonds and bond anticipation notes issued pursuant to a Series Indenture. The term “*Bond*” shall also include the 2008 Bond issued pursuant to the 2008 Bond Order and the 2020 Bond issued pursuant to the 2008 Bond Order and the 2020 Supplemental Bond Order.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Town and not unacceptable to the Trustee.

“Business Day” means any day other than (a) a day on which banking institutions in New York, New York, or in the State or in the cities in which the Trustee or the Paying Agent have their respective principal offices are authorized to close or (b) a day on which the New York Stock Exchange is closed.

“Capital Appreciation Bonds” means any Bonds, however denominated in the related Series Indenture, as to which interest is compounded periodically on each Compounding Date and which are payable in an amount equal to the then-current Accreted Value only at maturity, earlier redemption or other payment date therefor.

“Certificate” means (i) a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Indenture or (ii) the report of an accountant as to audit or other procedures called for by this Indenture.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations in effect with respect thereto.

“Compounding Date” means, with respect to any Capital Appreciation Bond, the dates set forth in the Series Indenture under which it is issued.

“Construction Fund” means the Fund so designated and established under Section 5.2.

“Consulting Engineer” means the Town’s professional engineer or a firm of engineers or utilities consultants with recognized expertise for advising governmental entities with respect to the construction, maintenance and use of the Enterprise Systems from time to time employed by the Town.

“Costs of Construction” means the costs reasonably incurred in connection with the Enterprise Systems, including but not limited to the costs of (1) acquisition of all property, real or personal, tangible or intangible, and all interests in connection therewith including all rights-of-way and easements therefor, (2) physical construction, installation and testing, including the costs of labor, services, materials, supplies and utility services used in connection therewith, (3) architectural, engineering, legal, financial advisory and other professional services, (4) premiums for insurance policies taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation, (5) any taxes, assessments or other charges which become due during construction, (6) expenses incurred by the Town or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction, (7) Costs of Issuance, (8) capitalized interest on the Bonds, (9) miscellaneous expenses incidental thereto and (10) reimbursements of such Cost of Construction properly incurred prior to the issuance of the Bonds.

“Costs of Issuance” means all items of expense, directly or indirectly payable by or reimbursable to the Town, related to the authorization, sale and issuance of Bonds.

“Current Expenses” means the current expenses of operation, maintenance and current repair of the Enterprise Systems, as calculated in accordance with generally accepted accounting principles except as otherwise provided herein, and includes, without limiting the generality of the foregoing: insurance premiums; any rebate required to be paid to the United States Government; fees and expenses of the Trustee and any Paying Agent; fees and expenses of any entity providing credit support or liquidity for any Series of the Bonds; administrative and engineering expenses of the Town relating solely to the Enterprise

Systems; labor; executive compensation; the cost of materials and supplies used for current operations; and charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred as determined by the Town in accordance with generally accepted accounting principles except as otherwise provided herein. “*Current Expenses*” will not include (1) any allowance for depreciation or replacements of capital assets of the Enterprise Systems, (2) moneys payable as Interest and as interest on General Obligation Indebtedness, Subordinate Indebtedness or Other Indebtedness, (3) moneys deposited or transferred to the Reserve Fund pursuant to the applicable Series Indenture, (4) any loss from extinguishment of debt or the sale, exchange or other disposition of capital assets and (5) any accrued expenses for other post-retirement benefits not resulting in (i) payments of such benefits to current or future retired employees or (ii) deposits of funds into an irrevocable trust for the purpose of making future payments of such benefits to current or future retired employees. When generally accepted accounting principles provide that amounts be treated as Current Expenses but (1) the timing of the required payment of the expense or a portion thereof, while known, is more than one year in the future or (2) the actual timing of the required payment of the expense is not readily determinable (such as post-employment benefits calculated actuarially), the Town may include as a Current Expense the amount required to be paid for in the current period rather than the entirety of amounts required to be expensed.

“*Debt Service Fund*” means the Fund so designated and established by Section 5.2.

“*Derivative Agreement*” means an interest rate swap, cap, collar, floor, forward, option, put, call or other similar agreement however denominated, relating to the Bonds.

“*Direct Subsidy Bonds*” means any Bonds, Subordinate Indebtedness, Other Indebtedness or General Obligation Indebtedness incurred or issued under an interest subsidy program established under the Code.

“*Enterprise Systems*” means (1) initially, the Town’s water and sewer system, providing water and sewer services inside and outside the jurisdiction of the Town, including any and all additions, modifications, replacements and parts thereof and including any portion thereof owned by a public authority or agency or a nonprofit corporation organized solely for the purpose of assisting the Town and (2) thereafter, any revenue-producing enterprise of the Town which qualifies as a “revenue bond project” under Section 159-81(3) of the General Statutes of North Carolina, as amended from time to time, and added to the Enterprise Systems under Section 6.11, but (3) less any portion of the Enterprise Systems removed from the Enterprise Systems or designated otherwise under Section 6.11.

“*Enterprise Systems Operating Fund*” means the Fund so designated and established pursuant to Section 5.2.

“*Event of Default*” means any of the events specified in Section 9.1 together with any other events specified as such in a Series Indenture.

“*Existing Other Indebtedness*” means the installment financing obligations, or any portion thereof, the payments under which are payable from Net Revenues, outstanding at the time of the execution of this Indenture.

“*Extension and Replacement Fund*” means the capital fund or account (or portion thereof) of the Town in which it deposits money for the extension and replacement of the Enterprise Systems and such amounts deposited are designated as the “Extension and Replacement Fund” established pursuant to Section 5.2.

“Federal Securities” means, to the extent otherwise permitted by law, (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged; (b) obligations the payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the owner; (c) any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s, if the bonds are rated by Moody’s, and S&P, if the bonds are rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

“Finance Officer” means the finance officer of the Town appointed in accordance with Section 159-24 of the General Statutes of North Carolina, as amended, or any successor statute, or the official succeeding to the Finance Officer’s principal functions.

“Financial Consultant” means an independent person or firm with recognized expertise for advising governmental entities with respect to financial forecasting and analysis of the applicable enterprise system from time to time employed by the Town.

“Fiscal Year” means a twelve-month period commencing on the first day of July of any year, or such other twelve-month period adopted as the Fiscal Year of the Town.

“Fitch” means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Fitch”* will be deemed to refer to any other nationally recognized securities rating agency designated by the Finance Officer of the Town by notice to the Trustee.

“General Obligation Indebtedness” means (1) general obligation indebtedness incurred by the Town which is payable from Net Revenues and the proceeds of which were or are to be used to provide for capital costs of the Enterprise Systems and (2) general obligation indebtedness of another governmental unit, the payment on which is assumed by the Town in connection with acquisition of assets for the Enterprise Systems.

“Independent Insurance Consultant” means a person or firm, appointed by the Town and not unacceptable to the Trustee, qualified to survey risks and to recommend insurance coverage for facilities of the type operated by the Town and having a favorable reputation for skill and experience in such surveys and such recommendations, which insurance consultant, in the case of an individual, must not be an officer or employee of the Town and, in the case of a firm, must not have a partner, director, member, officer or employee who is an officer or employee of the Town.

“Interest” means (1) the amount designated as interest on any Bonds and (2) payments due from the Town under a Derivative Agreement other than for the termination thereof.

“Interest Payment Date” means any date on which interest is due and payable in accordance with the terms set forth with respect to each Series of Bond in the related Series Indenture or any other document executed and delivered by the Town in accordance with this Indenture.

“Investment Securities” means investments permitted under Section 159-30 of the North Carolina General Statutes, as amended from time to time, or any successor statute, or as otherwise permitted by law for the investment of public funds of the Town.

“LGC” means the North Carolina Local Government Commission or any successor to its functions under the laws of the State, or its designated representative.

“Moody’s” means Moody’s Investors Service, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Moody’s”* will be deemed to refer to any other nationally recognized rating agency designated by the Finance Officer of the Town by notice to the Trustee.

“Net Revenues” means the excess of Revenues over Current Expenses.

“Other Indebtedness” means capital leases, installment financing agreements or other contracts used to provide capital improvements to the Enterprise Systems, the payments under which are payable from Net Revenues.

“Outstanding” means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment (it being understood that a payment to an Owner of the purchase price of a Bond, as prescribed in the related Series Indenture, is not payment of a Bond) at or redemption prior to maturity;
- (b) Bonds deemed paid under Article X;
- (c) Bonds for the payment of the principal of, redemption premium, if any, and interest on which Federal Securities have been irrevocably set aside; and
- (d) Bonds in lieu of which other Bonds have been authenticated under Article III.

“Owner” means any person in whose name any Outstanding Bond is registered on the books of the Registrar.

“Paying Agent” means any entity appointed in a Series Indenture to act as a paying agent for a Series of Bonds.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Principal” means the principal amount of an Outstanding Bond (including as to Capital Appreciation Bonds, the Accreted Value thereof except with respect to the order of priority of payment of

Bonds after an event of default under Section 9.1, in which case, “*Principal*” means the principal amount of such Capital Appreciation Bonds on their date of delivery and the balance of the Accreted Value will be “*Interest*”) payable as a Sinking Fund Payment or at maturity.

“*Principal and Interest Requirements on the Bonds*” means, with respect to any particular Fiscal Year, an amount equal to the sum of (i) all Interest payable on the Outstanding Bonds during such Fiscal Year excluding any capitalized interest payable from the proceeds of a Series of the Bonds, plus (ii) any Principal Installments of the Outstanding Bonds during such Fiscal Year.

(a) For purposes of computing “*Principal and Interest Requirements on the Bonds*,” the rate of interest used to determine (i) above will be a rate per annum equal to (1) with respect to Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, (2) with respect to Bonds which bear interest at a variable or periodically determined rate of interest, the rate which is equal to the greater of (A) the average of all the interest rates in effect on the Bonds (or, as certified by a financial institution or investment banking firm acceptable to the Finance Officer, which would have been in effect on the Bonds had such Bonds been Outstanding) during the immediately preceding twelve-month period or (B) the average of all the interest rates in effect on the Bonds (or, as certified by a financial institution or investment banking firm acceptable to the Finance Officer, which would have been in effect on the Bonds had such Bonds been Outstanding) during the immediately preceding one-month period and (3) with respect to Direct Subsidy Bonds, any subsidy payments that are received or expected to be received and deposited in the Debt Service Fund to be used to pay interest on such Direct Subsidy Bonds, the interest rate will be calculated by subtracting the applicable direct subsidy percentage from the stated interest rate (in other words, the Town will receive a credit against the interest paid or to be paid on such Direct Subsidy Bonds). If the Town has entered into a Derivative Agreement under which it will receive payments calculated on a notional amount equal to all or a portion of the aggregate Principal amount of a Series of the Bonds and will make payments calculated on the same notional amount, the interest used to calculate (1) above will be the amount to be paid by the Town, and the amount to be received will be deducted; payments on a variable or periodic basis under such an agreement will be calculated in accordance with clause (2) above.

(b) For purposes of computing “*Principal and Interest Requirements on the Bonds*,” the Principal Installments for each Series of Bonds used to determine (ii) above will be the actual planned Principal Installments, except for any Balloon Indebtedness the Principal Installment for any Fiscal Year will be assumed to be the result of dividing (A) the outstanding principal amount of such Balloon Indebtedness by (B) thirty (30) years, in each case determined as of the original issuance of the Balloon Indebtedness (in other words, the Principal Installment for any Fiscal Year will be deemed to be 1/30th of the initial aggregate principal amount of the Balloon Indebtedness); provided, however, if the date of calculation is within 12 months of the final maturity date of such Series of Bonds, the Town will use the actual planned Principal Installment unless the Town has a binding commitment by an institutional lender or municipal underwriting firm to provide moneys to refinance the aggregate Principal of such Series of Bonds then Outstanding and if such binding commitment exists, then the payment terms contained in the commitment are to be used for purposes of calculating Principal for such Series of Bonds.

“*Principal and Interest Requirements on General Obligation Indebtedness*” means, with respect to any particular Fiscal Year, an amount equal to the sum of (1) all interest payable on the General Obligation Indebtedness during such Fiscal Year excluding any capitalized interest, plus (2) any principal of the General Obligation Indebtedness during such Fiscal Year. Principal and interest for purposes of this definition will be computed in the manner in which the Principal Installments and interest on the Bonds is calculated under the definition of “*Principal and Interest Requirements on the Bonds*.”

“Principal and Interest Requirements on Other Indebtedness” means, with respect to any particular Fiscal Year, an amount equal to the sum of all payment obligations with respect to Other Indebtedness during such Fiscal Year excluding any capitalized interest. If the payment obligation under any Other Indebtedness is stated in terms of principal and interest, such principal and interest will be computed for purposes of this definition in the manner in which the Principal Installments and interest on the Bonds is calculated under the definition of *“Principal and Interest Requirements on the Bonds.”*

“Principal and Interest Requirements on Subordinate Indebtedness” means, with respect to any particular Fiscal Year, an amount equal to the sum of (1) all interest payable on Subordinate Indebtedness during such Fiscal Year excluding any capitalized interest, plus (2) any principal of Subordinate Indebtedness during such Fiscal Year. Principal and interest for purposes of this definition will be computed in the manner in which the Principal Installments and interest on the Bonds is calculated under the definition of *“Principal and Interest Requirements on the Bonds.”*

“Principal Installment” means, as of any date of calculation, (1) the aggregate Principal amount of Outstanding Bonds (including as to Capital Appreciation Bonds, the Accreted Value thereof) due on a certain future date, reduced by the aggregate Principal amount of such Bonds which would be retired by reason of the payment when due and application in accordance with this Indenture of Sinking Fund Payments payable before such future date, plus (2) any Sinking Fund Payments due on such certain future date, together with the aggregate amount of the premiums, if any, applicable on such Sinking Fund Payments.

“Principal Payment Date” means any date upon which Principal is due and payable.

“Qualified Reserve Fund Substitute” means (1) an irrevocable letter of credit, naming the Trustee as beneficiary, issued by any domestic or foreign bank, or any branch or agency thereof, whose long-term debt obligations are rated by at least one national rating agency in the “A” rating category or higher, or the equivalent, (2) a surety bond issued by a financial institution whose long-term rating is in the “A” rating category or higher, or equivalent, by at least one national rating agency or (3) a policy of reserve fund insurance issued by an insurance company whose claims-paying ability is rated by at least one national rating agency in the “A” rating category or higher, or the equivalent. In each case, ratings set forth above shall be determined at the time of issuance of such Qualified Reserve Fund Substitute and without regard to ratings subcategories.

“Rate Covenant” means the Town’s covenant under Section 6.6.

“Redemption Price” means, with respect to any Bond, the Principal amount thereof plus the applicable premium, if any, and accrued interest payable on the redemption thereof.

“Registrar” means the Trustee or, in lieu of the Trustee, any other entity appointed in a Series Indenture to act as the Registrar for a Series of Bonds or a portion thereof.

“Released Revenues” means Revenues released from the grant of security for the Bonds under Section 6.16.

“Reserve Fund” means the Fund so designated and established pursuant to Section 5.2.

“Reserve Requirement” means, as of any date of calculation, the collective amount required to be on deposit in the Reserve Fund as determined by the Series Indentures under which all Series of Bonds secured by an account in the Reserve Fund are issued.

“Revenues” means all rates, fees, rentals, assessments, capacity fees, system development fees or other charges or other money received by the Town in connection with the ownership, management and operation of the Enterprise Systems, and all parts thereof, including amounts received from the investment of money in any Fund or Account (but not including amounts received from interest or other investment income earned in the Construction Fund and, during the construction period, the Reserve Fund), all as calculated in accordance with generally accepted accounting principles, but shall not include (1) net proceeds of insurance or condemnation awards or other extraordinary items, (2) any amounts collected by the Town representing sales or use taxes which may be required by law or agreement to be paid to the State or a governmental unit thereof, (3) refundable deposits made by customers of the Enterprise Systems, (4) any proceeds or any gain or loss from the extinguishment of debt or the sale, exchange or other disposition of capital assets, (5) Released Revenues, (6) proceeds of assessments, capacity fees, system development fees or similar charges identified in a Certificate of a Town Representative filed with the Trustee stating that such are not to be Revenues because the proceeds thereof are to be utilized exclusively for the payment of the cost of the capital projects for which they were collected, or (7) any amounts otherwise included under this definition as Revenues but not permitted by law to be pledged hereunder.

“S&P” means S&P Global Ratings, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“S&P”* will be deemed to refer to any other nationally recognized securities rating agency designated by the Finance Officer of the Town by notice to the Trustee.

“Series of Bonds” or *“Series”* means any series of Bonds issued hereunder pursuant to a Series Indenture.

“Series Indenture” means any indenture or other document supplementing this Indenture, executed by the Town and effective in accordance with Article VII, providing for the issuance of a Series of Bonds.

“Sinking Fund Payment” means, as of any particular date of calculation, the amount required to be paid by the Town on a certain future date for the retirement of Outstanding Bonds which mature after said future date, but does not include any amount payable by the Town by reason of the maturity of a Bond or by call for redemption at the election of the Town.

“State” means the State of North Carolina.

“Subordinate Indebtedness” means debt, other than General Obligation Indebtedness, the payment of the principal and interest on which is secured by a lien on Net Revenues that is subordinate to the lien on Net Revenues securing the payment of the Principal of and Interest on the Bonds, including any loan or other obligation payable to the State under a State loan program unless by its terms it is stated to be on parity with the Bonds.

“Supplemental Indenture” means any indenture supplemental to this Indenture delivered pursuant to Article VII hereof amending or supplementing this Indenture.

“Surplus Fund” means the fund so designated and established by Section 5.2.

“Town” means the Town of Holly Springs, North Carolina.

“Town Representative” means the Town Manager, any Assistant Town Manager, the Finance Officer and, in the case of any act to be performed or duty to be discharged, any other member, officer or employee of the Town then authorized to perform such act or discharge such duty.

“*Trustee*” means the Trustee with respect to the Bonds and any other person at any time substituted in its place as provided in Article VIII.

“*Trust Estate*” means all property and rights conveyed by the Town under the Granting Clauses of this Indenture.

“*2008 Bond Order*” means the Bond Order adopted by the Town Council of the Town on August 5, 2008 authorizing the issuance from time to time of water and sewer revenue bonds pursuant to Article 5 of Chapter 159 of the General Statutes of North Carolina, which was amended to incorporate the provisions of this Indenture pursuant to an Amendment to the 2008 Bond Order adopted by the Town Council of the Town on October 17, 2023.

“*2008 Bond*” means the Town’s Water and Sewer Revenue Bond, Series 2008, originally issued in the aggregate principal amount of \$16,100,000 pursuant to the 2008 Bond Order, the current holder of which is PNC Bank, National Association.

“*2020 Bond*” means the Town’s Water and Sewer Revenue Refunding Bond, Series 2020, originally issued in the aggregate principal amount of \$5,242,435.61 pursuant to the 2008 Bond Order and the 2020 Supplemental Bond Order, the current holder of which is PNC Bank, National Association.

“*2020 Supplemental Bond Order*” means the Supplemental Bond Order and Series Resolution Authorizing and Providing for the Issuance of Up to \$5,600,000 Water and Sewer Revenue Refunding Bonds adopted by the Town Council on July 21, 2020, which supplemented the 2008 Bond Order and was amended to incorporate the provisions of this Indenture pursuant to an Amendment to the 2020 Supplemental Bond Order adopted by the Town Council of the Town on October 17, 2023.

Section 1.2 Interpretation. In this Indenture, unless the context otherwise requires:

(a) the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms used in this Indenture refer to this Indenture, and the term “heretofore” means before, and the term “hereafter” means after the date of adoption of this Indenture;

(b) the words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa;

(c) any references to Section and Article numbers shall be deemed to refer to the Section and Article numbers contained herein unless the context clearly indicates otherwise; and

(d) any typographical error, irregularity or inconsistency herein shall be read to be given the meaning the context reasonably requires.

[End of Article I]

ARTICLE II

TERMS OF BONDS

Section 2.1 Indenture to Constitute Contract; Parity Bonds. In consideration of the purchase and acceptance of the Bonds by those who hold the same from time to time, the provisions of this Indenture will be a part of the contract of the Town with the Owners of Bonds and is deemed to be and constitutes a contract among the Town, the Trustee and the Owners from time to time of the Bonds. The pledges and assignments made hereby and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Town are for the equal benefit, protection and security of the Owners of any and all the Bonds, each of which, regardless of the time or times of its issue or maturity, will be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Indenture.

Section 2.2 Special Obligations. The Bonds are special obligations of the Town. The Principal of, premium, if any, and Interest on the Bonds are not payable from the general funds of the Town, nor do they constitute a legal or equitable pledge, charge, lien or encumbrance on any of its property or on any of its income, receipts or revenues, except the Trust Estate pledged hereunder. Neither the credit nor the taxing power of the Town are pledged for the payment of the Principal of the Bonds, premium if any, or Interest, and no Owner has the right to compel the exercise of the taxing power by the Town or the forfeiture of any of its property in connection with any default on the Bonds.

Section 2.3 Authorization of Bonds. In order to provide sufficient funds to construct any expansion or improvement of the Enterprise Systems, to acquire property in connection therewith or to refund all or any principal amount of obligations issued therefor, Bonds of the Town are hereby authorized to be issued hereunder, in one or more Series, pursuant to a Series Indenture, in accordance with the laws of the State.

Section 2.4 Conditions Precedent to Delivery of Bonds. The Bonds of each Series will be delivered upon the receipt by the Trustee of:

- (a) certified copies of the bond order and any other necessary authorizations adopted by the Town Council and approving this Indenture, the related Series Indenture and the transactions related to the Series of Bonds being issued;
- (b) certified copies of this Indenture and the Series Indenture authorizing the Series of Bonds being issued;
- (c) a Bond Counsel's opinion to the effect that (1) such Series Indenture has been duly and lawfully authorized, executed and delivered and is in full force and effect; (2) this Indenture has been duly and lawfully authorized, executed and delivered by the Town and is valid and binding upon, and enforceable against, the Town (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (3) this Indenture creates the valid pledge which it purports to create of the Trust Estate for the purposes and on the conditions permitted by this Indenture; and (4) on the execution and delivery thereof, such Series of Bonds has been duly and validly authorized and issued in accordance with this Indenture;
- (d) a request and authorization to the Authenticating Agent on behalf of the Town to authenticate and deliver the Series of Bonds to the purchasers therein identified on payment to the

Trustee or otherwise as directed by the Trustee, for the account of the Town, of a sum specified in such request and authorization;

(e) evidence reasonably satisfactory to the Trustee that the Reserve Fund is equal to the Reserve Requirement, if any, after issuance of such Series of Bonds; and

(f) such additional documents and certificates as Bond Counsel or the Trustee may reasonably require.

[End of Article II]

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

*Section 3.1 **Provisions of a Series of Bonds.*** Each Series Indenture will include provisions, as applicable, concerning the medium and times of payment, denominations, forms, dates, redemption, purchase, registration, exchange, transfer, replacement, cancellation and execution of such Bonds.

*Section 3.2 **Legends.*** The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, or otherwise.

*Section 3.3 **Books for Registration.*** Unless otherwise provided in a Series Indenture with respect to the related Series of the Bonds, so long as any Bonds are Outstanding, the Town will cause to be maintained and kept, at a corporate trust office of the Registrar, books for the registration of Bonds, which may be in electronic form. On presentation thereof for such purpose at said office by the Owner thereof or his or her duly authorized attorney, the Registrar will register or cause to be registered in such books, any Bonds entitled to registration, under such reasonable regulations as the Registrar may prescribe.

*Section 3.4 **Transfer and Exchange of Bonds.*** Ownership of Bonds will be transferable only on the books of the Registrar, on surrender of the Bonds to be transferred with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner thereof or his or her duly authorized attorney. Bonds may be exchanged for Bonds of the same Series and maturity in other authorized denominations, on surrender of the Bonds to be exchanged to the Registrar with a written instrument requesting such exchange, duly executed by the Owner thereof or his duly authorized attorney.

When the privilege of transferring or exchanging Bonds is exercised, the Town will execute or cause to be executed and the Authenticating Agent will authenticate and deliver Bonds in exchange for Bonds being transferred or exchanged. For every such transfer or exchange of Bonds, whether temporary or definitive, the Town or the Registrar may charge an amount sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

*Section 3.5 **Replacement of Mutilated, Destroyed, Stolen or Lost Bonds.*** If a Bond is mutilated, destroyed, stolen or lost, the Town will execute or cause to be executed and the Authenticating Agent will authenticate and deliver replacement Bonds of the same Series and maturity. For any mutilated Bonds, such new Bonds will be delivered only on surrender and cancellation of the mutilated Bonds. For destroyed, stolen or lost Bonds, such new Bonds will be delivered only on the filing with the Trustee of evidence satisfactory to establish to the Town and the Trustee that such Bonds have been destroyed, stolen or lost and to prove the ownership thereof and on furnishing the Town and the Trustee with indemnity satisfactory to them as the Town and the Trustee may require. The person requesting the delivery of new Bonds pursuant to this Section must comply with such other reasonable regulations as the Town and the Trustee prescribe and pay such expenses as the Town and the Trustee incur in connection therewith.

*Section 3.6 **Cancellation and Destruction of Bonds.*** All Bonds paid or redeemed, either at or before maturity and all Bonds delivered for transfer or exchange as provided in Section 3.4 must be delivered to the Trustee when such payment or redemption is made. The Trustee will promptly cancel such Bonds, together with all Bonds surrendered for replacement pursuant to Section 3.5 and any other Bonds delivered to the Trustee with instructions to cancel the same. Bonds so canceled may at any time be cremated or otherwise destroyed by the Trustee. Upon the cremation or destruction of canceled Bonds, the Trustee will provide to the Town a written certification thereof.

*Section 3.7 **Execution and Authentication.*** The Bonds will be executed on behalf of the Town with the manual, facsimile or electronic signature of its Mayor or the Town Manager, or any other officer of the Town authorized to do so by the Town Council. If any officer of the Town whose signature appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile signature will nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery. In addition, each Bond shall be authenticated by the manual or facsimile signature of an authorized officer of the Authenticating Agent. If any official of the Authenticating Agent whose signature appears on the Bonds ceases to be such official before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed and authenticated in the manner prescribed by this Section, and such execution and authentication of any Bond shall be conclusive evidence that such Bond has been properly executed and delivered hereunder.

*Section 3.8 **Ownership of Bonds.*** The Town and the Trustee may deem and treat the Owner of any Bond as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the Principal of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner will be valid and effectual to satisfy and discharge the liability on such Bond to the extent of the sum or sums so paid, and neither the Town nor the Trustee will be affected by any notice to the contrary.

*Section 3.9 **Temporary Bonds.*** Pending the preparation of definitive Bonds of any Series, the Town may execute and the Authenticating Agent will authenticate and deliver temporary Bonds of such Series. Temporary Bonds will be issuable as fully registered Bonds, of any denomination permitted by the related Series Indenture, and substantially in the form of the definitive Bonds of such Series but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the Town. Every temporary Bond will be executed by the Town and authenticated by the Authenticating Agent on the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Town will execute and will furnish definitive Bonds and then temporary Bonds may be surrendered in exchange therefor without charge at the designated corporate trust office of the Registrar, and the Authenticating Agent will authenticate and the Registrar will deliver in exchange for such temporary Bonds a like aggregate Principal amount of definitive Bonds. Until so exchanged, the temporary Bonds will be entitled to the same benefits under this Indenture as definitive Bonds.

*Section 3.10 **Book-Entry System.*** A Series Indenture may provide that a Series of Bonds may be held in a book-entry system by a securities depository in which case the rules and procedures of the securities depository shall supersede the provisions of this Indenture with respect to the process of substitution, exchange, payment, redemption, tender and similar administrative issues covered by such rules and procedures for the Series of Bonds.

[End of Article III]

ARTICLE IV

APPLICATION OF BOND PROCEEDS

*Section 4.1 **Application of Bond Proceeds.*** The proceeds of sale of any Series of Bonds will, as soon as practicable on the delivery of the Series of Bonds by the Trustee pursuant to Section 2.4, be applied as set forth in the applicable Series Indenture.

*Section 4.2 **Bonds Not Delivered for Payment.*** If any Bond is not presented for payment when the Principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, or if any interest check is not cashed, if funds sufficient to pay such Bond have been made available by the Town to the Trustee or any Paying Agent for the benefit of the Owner thereof, all liability of the Town to the Owner thereof for the payment of such Bond will forthwith cease, terminate and be completely discharged, and it will then be the duty of the Trustee and any Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Bond who will thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Any money that is so set aside and that remains unclaimed by the Owners for a period of five (5) years, or such other time period required under Section 116B of the General Statutes of North Carolina, or any successor statute (the "*Escheat Statute*"), after the date on which such Bonds have become payable shall be treated as abandoned property pursuant to the provisions of the Escheat Statute and the Trustee or Paying Agent, as applicable, shall report and remit this property to the Escheat Fund according to the requirements of the Escheat Statute. Thereafter, the Owners shall look only to the Escheat Fund for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee, the Paying Agent and the Town shall have no responsibility with respect to such money.

[End of Article IV]

ARTICLE V

PLEDGE OF INDENTURE; FUNDS AND ACCOUNTS; INVESTMENTS

*Section 5.1 **Pledge Effected by Indenture.*** The Trust Estate is hereby pledged, and the Town hereby grants a security interest therein, to the Trustee for the benefit of Owners, to secure the payment of Bonds in accordance with their terms and the provisions of this Indenture. The Trust Estate will immediately be subject to the lien of such pledge without any physical delivery thereof or further act and such lien will be valid and binding against all parties having claims of any kind in tort, contract or otherwise, irrespective of whether such parties have notice hereof.

*Section 5.2 **Funds and Accounts.***

(a) The Town hereby establishes and creates the following special Funds on its books and records which for administrative convenience may be subdivided by the Town Representative or the Trustee into Accounts with appropriate identification:

- (1) Enterprise Systems Operating Fund;
- (2) Debt Service Fund;
- (3) Extension and Replacement Fund;
- (4) Construction Fund;
- (5) Reserve Fund, if required; and
- (6) Surplus Fund.

The Trustee or the Town may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Indenture.

(b) The Debt Service Fund, the Construction Fund and the Reserve Fund will be held by the Trustee. If the Reserve Fund is used for a Series of Bonds, the related Series Indenture must establish the provisions for the use thereof. The Enterprise Systems Operating Fund, the Extension and Replacement Fund and the Surplus Fund will be held by one or more financial institutions determined by the Town.

*Section 5.3 **Enterprise Systems Operating Fund.***

(a) The Town will cause all Revenues to be deposited in the Enterprise Systems Operating Fund. There will also be deposited in the Enterprise Systems Operating Fund any other amounts required to be deposited therein pursuant to this Indenture or any Supplemental Indenture and any other amounts available therefor and determined by the Town to be deposited therein. All amounts collected by the Town that do not constitute Revenues, which have been deposited in the Enterprise Systems Operating Fund, may be paid out of the Enterprise Systems Operating Fund in the amounts and at the times determined by the Town Representative.

(b) Except as provided in subsection (a) of this Section, the Town will cause disbursements to be made from the Enterprise Systems Operating Fund as follows:

FIRST: Directly to the Persons entitled thereto at any time as may be required, the amount required to pay the Current Expenses as shown in the Annual Budget for the current Fiscal Year;

SECOND: To the Debt Service Fund, on or before the fifth day preceding each Interest Payment Date, an amount such that, after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Interest on the Bonds, there will be in the Debt Service Fund an amount equal to the Interest due on that Interest Payment Date;

THIRD: To the Debt Service Fund, on or before the fifth day preceding each Principal Payment Date, an amount such that, after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Principal of the Bonds, there will be in the Debt Service Fund an amount equal to the Principal due on that Principal Payment Date;

FOURTH: At any time as may be required, to the provider of any Qualified Reserve Fund Substitute in satisfaction of the then current obligations of the Town incurred in connection therewith;

FIFTH: At any time as may be required, to the Trustee for deposit in the Reserve Fund (1) the amount necessary for the balance therein to equal the Reserve Requirement, but if the Revenues are insufficient therefor, to each Account of the Reserve Fund *pro rata* on the basis of the Reserve Requirement for each Series of Bonds secured by an Account of the Reserve Fund or (2) if the Reserve Fund is less than 90% of the Reserve Requirement as a result of a valuation of investments therein, the amount necessary for the balance therein to equal the Reserve Requirement; but the Town is not required to transfer in any month more than an amount such that if the same amount were deposited in equal monthly installments over the subsequent 11 months, the Reserve Fund would equal the Reserve Requirement;

SIXTH: At any time as may be required, to the Persons entitled to payment of any principal, premium, if any, or interest on any Subordinate Indebtedness, an amount equal to the principal, premium or interest then due and owing;

SEVENTH: At any time as may be required, to the paying agent or directly to the registered owners of General Obligation Indebtedness in an amount necessary to pay when due the principal of, premium, if any, and interest on the General Obligation Indebtedness;

EIGHTH: At any time as may be required, to the Persons entitled to payment with respect to any Other Indebtedness, an amount equal to the payment then due and owing;

NINTH: On the last day of each month, to the Extension and Replacement Fund, the amount necessary for the following month, if any, as shown in the Annual Budget; and

TENTH: On the first day of each Fiscal Year, to the Surplus Fund, the balance remaining in the Enterprise Systems Operating Fund as of the last day of the preceding Fiscal Year.

*Section 5.4 **Debt Service Fund.***

(a) There will be deposited in the Debt Service Fund any amounts required to be deposited therein pursuant to this Indenture and any other amount available therefor and determined by the Town to be deposited therein.

(b) The Trustee will disburse amounts deposited in the Debt Service Fund as follows:

(1) On each Interest Payment Date, to the Persons entitled thereto, Interest due on such date.

(2) Subject to the provisions hereof requiring the application thereof to the payment or redemption of any particular Bond, on each Principal Payment Date, to the Owners, the amounts required for the payment of the Principal due on such date.

(3) On each Redemption Date, to the Owners, the amount required for redemption of Bonds called for redemption.

If on an Interest Payment Date or a Principal Payment Date, the amounts in the Debt Service Fund are insufficient to pay in full the Interest or Principal, the amounts in the Debt Service Fund will be applied *pro rata* first to the Persons entitled to Interest and then to the Persons entitled to Principal. Except as otherwise specifically provided herein or in any Series Indenture, the Trustee has no obligation to purchase or attempt to purchase Bonds at a price below the Redemption Price, the Principal amount or at any other price, and any arms' length purchase by the Trustee will conclusively be deemed fair and reasonable.

(c) If on any Interest Payment Date or Principal Payment Date, there is a deficiency in the Debt Service Fund, the amount of such deficiency will be made up from the following Funds and in the order or priority set forth below:

(1) Enterprise Systems Operating Fund;

(2) Surplus Fund;

(3) Extension and Replacement Fund;

(4) the Account of the Reserve Fund securing a Series of Bonds to pay the Principal of and Interest on such Series of the Bonds, to the extent such deficiency is attributable to the Series of the Bonds secured by that Account of the Reserve Fund; and

(5) Construction Fund.

(d) To the extent moneys are required to be transferred from any Fund held by the Town to make up a deficiency in the Debt Service Fund as required by subparagraph (c), the Trustee shall notify the Town by telephone promptly confirmed in writing on the Business Day preceding the date on which moneys are required to be transferred by it pursuant to this subparagraph and thereafter the Town shall cause the required transfer to be made on the date set therefor.

*Section 5.5 **Reserved.***

*Section 5.6 **Extension and Replacement Fund.***

(a) There will be deposited in the Extension and Replacement Fund any amount required to be deposited therein pursuant to the Annual Budget and any other amounts available therefor and determined by the Town to be deposited therein.

(b) The Extension and Replacement Fund may be applied for the following purposes:

- (1) paying the cost of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems, or paying any extraordinary maintenance and repair or any expenses which are not Current Expenses;
- (2) transfer to the Debt Service Fund to make up any deficiency therein in accordance with the order of priorities established in Section 5.4;
- (3) repayment of Subordinate Indebtedness, General Obligation Indebtedness or Other Indebtedness; and
- (4) any other purpose authorized by law.

Section 5.7 *Surplus Fund.*

- (a) There will be deposited from time to time in the Surplus Fund all amounts required to be deposited therein pursuant to this Indenture or any Series Indenture and any other amounts available therefor and determined by the Town to be deposited therein.
- (b) Moneys held in the Surplus Fund shall be applied in the following order of priority: (1) first, to the Enterprise Systems Operating Fund and the Debt Service Fund to make up any deficiency therein to meet the obligations therefor; (2) second, to pay the Person entitled thereto a termination payment under a Derivative Agreement; (3) third, to the Persons entitled to payment of any principal, premium, if any, or interest on any Subordinate Indebtedness, an amount equal to the principal, premium or interest then due and owing; (4) fourth, to the paying agent or directly to the registered owners of General Obligation Indebtedness in an amount necessary to pay when due the principal of, premium, if any, and interest on the General Obligation Indebtedness; (5) fifth, to the Persons entitled to payment with respect to any Other Indebtedness, an amount equal to the payment then due and owing; and (6) sixth, for any lawful purpose from time to time authorized by the Town.

Section 5.8 *Construction Fund.* There will be deposited from time to time in the Construction Fund all amounts required to be deposited therein pursuant to, and expended in accordance with, any Series Indenture and any other amounts available therefor and determined by the Town to be deposited therein. Amounts on deposit in the Construction Fund may be transferred to the Debt Service Fund to make up any deficiency therein in accordance with the order of priorities established in Section 5.4.

Section 5.9 *Investments.* The Trustee will invest moneys held in the Debt Service Fund, the Construction Fund and the Reserve Fund, at the written direction of the Town or as otherwise set forth in a Series Indenture, in Investment Securities. The Town will invest all Funds and Accounts held by or on behalf of it pursuant hereto in such Investment Securities as it determines in its sole discretion. The proceeds of any remarketing of a Series of the Bonds will be held uninvested or will be invested in Federal Securities maturing not later than the earlier of 30 days or the date needed for payment. The Town will invest, and as to the Debt Service Fund, the Reserve Fund and the Construction Fund, will direct the Trustee (in writing or orally with subsequent confirmation in writing) to invest all moneys held hereunder pursuant to the investment instructions as provided in connection with a Series of Bonds. Whenever the Trustee has not received written direction from the Town and moneys in a Fund or Account created under this Indenture or a Series Indenture are therefore uninvested, the Trustee shall invest the moneys in Federal Securities maturing the earlier of (i) the date such moneys are needed to meet an obligation under this Indenture or a Series Indenture or (ii) 30 days after such investment.

Unless otherwise provided in a Series Indenture, the Trustee will deposit earnings from investment of moneys (i) in the Construction Fund immediately on receipt thereof into the Construction Fund, (ii) in the Debt Service Fund immediately on receipt thereof into the Debt Service Fund, and (iii) in the Reserve Fund as set forth in each Series Indenture. All other earnings from the investment of moneys held in any other Fund or Account hereunder will be credited to the Enterprise Systems Operating Fund.

The Trustee may rely on the Town's directions and is not responsible for any loss on the investment of moneys invested in accordance with this Indenture.

Section 5.10 Valuation and Sale of Investments.

(a) In computing the amount in any Fund or Account, obligations purchased as an investment of moneys therein will be valued at the market value on the last day of each Fiscal Year unless an earlier date is required in this Indenture or in a Series Indenture. The Trustee shall value each Account of the Reserve Fund separately for purposes of determining if the Account is in the amount required by the Series Indenture under which it was created.

(b) Except as otherwise provided herein, the Trustee shall sell, or present for redemption, any Investment Security whenever it shall be required in writing by a Town Representative to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund or Account held by it, and the Town Representative shall cause to be sold, or presented for redemption, any Investment Security whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund or Account held by or on behalf of the Town. An Investment Security may be credited on a *pro rata* basis to more than one Fund or Account and need not be sold in order to provide for the transfer of amounts from one Fund or Account to another.

[End of Article V]

ARTICLE VI

PARTICULAR COVENANTS

*Section 6.1 **Payment of Bonds.*** The Town will duly and punctually pay or cause to be paid, as herein provided, the Principal of and the Interest on every Bond or the Redemption Price thereof, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof and will duly and punctually pay or cause to be paid all Sinking Fund Payments, if any, becoming payable with respect to any of the Bonds and all other payments of Interest required under this Indenture.

*Section 6.2 **Power To Issue Bonds and Pledge.*** The Town is duly authorized under the Act to authorize and issue the Bonds and to enter into, execute and deliver this Indenture and to pledge the Trust Estate, including the Net Revenues, purported to be pledged hereby in the manner and to the extent herein provided. The Bonds and the provisions of this Indenture are and will be the valid and legally enforceable obligations of the Town in accordance with the terms of the Bonds and of this Indenture. The Town will at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners under this Indenture against all claims and demands of all persons whomsoever.

*Section 6.3 **Further Assurance.*** At any and all times the Town will, so far as it may be authorized by law, pass, make, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the Trust Estate.

*Section 6.4 **Accounts and Reports.***

(a) The Town will keep, or cause to be kept, proper books of record and account in which complete and accurate entries will be made relating to the Enterprise Systems, which will at all reasonable times be subject to the inspection of the Trustee and the Owners or their representatives duly authorized in writing.

(b) The Town will file with the Trustee and the LGC, within 210 days after the close of each Fiscal Year, a copy of an audited annual financial report as to the obligations and activities of the Enterprise Systems during such Fiscal Year. The financial statements for each Fiscal Year, shall set forth in reasonable detail:

(1) a balance sheet for the Enterprise Systems at the end of such Fiscal Year;

(2) a statement of the Enterprise Systems revenues and expenses in accordance with the categories or classifications established by the Town for its operating and program purposes and showing the Revenues and Current Expenses during such Fiscal Year; and

(3) a statement of cash flows of the Enterprise Systems as of the end of such Fiscal Year.

In addition, the Town will file with the Trustee and the LGC an audited calculation demonstrating its compliance with the Rate Covenant which may be contained (i) in the Town's annual financial report or (ii) in a separate document. The contents of the financial statements may vary from that set forth in clauses (1) through (3) if the Accountant certifies that they conform to then-existing generally accepted accounting principles. The financial statements must be accompanied by an Accountant's Certificate stating whether the financial statements examined fairly present the financial position of the Town, including the

Enterprise Systems, at the end of the Fiscal Year, and whether the results of its operations and the changes in financial position for the period examined are in conformity with generally accepted accounting principles. The Trustee will make a copy of the financial statements available to any Owner of a Bond on written request therefor.

(c) The Town may employ Consulting Engineers to inspect the operation and maintenance of the Enterprise Systems or to review the performance by the Town of the duties relating thereto provided for in this Indenture. The Town will file any report of the Consulting Engineers regarding their inspection or review with the Trustee and the LGC.

(d) Within 210 days after the close of each Fiscal Year, the Town will file or cause to be filed with the Trustee and the LGC based on unaudited financial results (i) a certificate that no Event of Default under Section 9.1 has occurred or (ii) if an Event of Default has occurred, a special report, accompanied by an Accountant's Certificate as to the fair presentation of the financial statements contained therein, setting forth in reasonable detail the individual balances and receipts and disbursements for each Fund hereunder.

(e) Any financial statements required hereunder may be presented on a consolidated or combined basis with other reports of the Town, so long as the information relating to the Enterprise Systems is separately identified and only to the extent that such basis of reporting will be consistent with that required under subsection (b) of this Section. The filing of information with the Trustee under this Section may be satisfied by posting such information on the Town's website or other publicly available site.

*Section 6.5 **Annual Budgets.***

(a) The Town Council will approve by July 1 of each year an Annual Budget covering the fiscal operations of the Enterprise Systems for the Fiscal Year. Such budget need not necessarily be the budget prepared by the Town for budgeting purposes. The Annual Budget will set forth for such Fiscal Year the estimated Revenues; the Principal and Interest Requirements on the Bonds, the Principal and Interest Requirements on Subordinate Indebtedness, the Principal and Interest Requirements on General Obligation Indebtedness and the Principal and Interest Requirements on Other Indebtedness, due and payable or estimated to become due and payable during such Fiscal Year; estimated Current Expenses; and, unless capital expenditures for the Enterprise Systems are included in the Town's capital investment plan or similar document, the estimated amounts, if any, to be expended for extension, improvement, enlargement, renewal or replacement of the Enterprise Systems, whether begun, continued or completed during such Fiscal Year. The Town may at any time adopt an amended Annual Budget in the manner provided in this Indenture for the adoption of the Annual Budget. Copies of the Annual Budget as then amended and in effect will be made available by the Town at normal business hours in the Trustee's designated corporate trust office for inspection by the Trustee or any Owner or will be made publicly available by posting such information on the Town's website or other publicly available site. If the Town does not approve or adopt an Annual Budget for a Fiscal Year on or before the first day of such Fiscal Year, the Annual Budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year has been adopted as above provided.

(b) The Town will not expend for Current Expenses in any Fiscal Year sums in excess of the reasonable or necessary amount thereof.

*Section 6.6 **Rate Covenant.***

(a) Before the commencement of each Fiscal Year, the Town will fix, establish or maintain or cause to be fixed, established and maintained such rates and charges for the provision of services of the Enterprise Systems, and revise or cause to be revised the same, as necessary, as will produce (a) Revenues, which together with 20% of the balance in the Surplus Fund at the end of the preceding Fiscal Year, at least equal in such Fiscal Year to the total of (i) the Current Expenses budgeted for such Fiscal Year, as may be amended from time to time, plus (ii) 120% of (1.20 times) the Principal and Interest Requirements on the Bonds to become due during that Fiscal Year plus (iii) 100% of (1.00 times) the Principal and Interest Requirements on Subordinate Indebtedness to become due in such Fiscal Year plus (iv) 100% of (1.00 times) the Principal and Interest Requirements on General Obligation Indebtedness to become due in such Fiscal Year plus (v) 100% of (1.00 times) the Principal and Interest Requirements on Other Indebtedness to become due in such Fiscal Year plus (vi) 100% of (1.00 times) the amount required to reimburse the provider of a Qualified Reserve Fund Substitute, if any, for any amounts owing thereunder and (b) Revenues at least equal in such Fiscal Year to the total of (i) the Current Expenses budgeted for such Fiscal Year, as may be amended from time to time, plus (ii) 100% of (1.00 times) the Principal and Interest Requirements on the Bonds to become due during that Fiscal Year plus (iii) 100% of (1.00 times) the Principal and Interest Requirements on Subordinate Indebtedness to become due in such Fiscal Year plus (iv) 100% of (1.00 times) the Principal and Interest Requirements on General Obligation Indebtedness to become due in such Fiscal Year plus (v) 100% of (1.00 times) the Principal and Interest Requirements on Other Indebtedness to become due in such Fiscal Year plus (vi) 100% of (1.00 times) the amount required to reimburse the provider of a Qualified Reserve Fund Substitute, if any, for any amounts owing thereunder. All users, including political subdivisions and public bodies (State or federal) who receive services from the Enterprise Systems will pay therefor at the established rates, fees and charges, unless otherwise prohibited by law, but the Town may adopt specific policies with respect to use by persons of low income and the rates, fees and charges need not be uniform.

(b) If the Town fails to comply with the covenant set forth in subsection (a) above, the Town will, within 30 days of the receipt by the Town of its audit report required by Section 6.4, request a Financial Consultant to make its recommendations, if any, as to a revision of the Town's rates and charges, Current Expenses or the method of operation of the Enterprise Systems in order to satisfy the foregoing requirements of this Section. Copies of such request and of the recommendations of the Financial Consultant, if any, will be filed by the Town with the Trustee and the LGC. Promptly on its receipt of the recommendations of the Financial Consultant, the Town will, after giving due consideration to the recommendations, revise its rates and charges or Current Expenses or alter its methods of operation, which revisions or alterations need not comply with all of the Financial Consultant's recommendations but which are projected by the Town to result in compliance with the covenant in subsection (a) of this Section. If the Town complies with the recommendations of the Financial Consultant which are projected by the Town to result in compliance with the covenant in subsection (a) of this Section, failure to comply with the provisions of subsection (a) above will not constitute an Event of Default under the provisions of Section 9.1(c).

*Section 6.7 **Derivative Agreements.*** The Town will not enter into a Derivative Agreement without the approval of the LGC or a person designated by the LGC to approve a contract such as a Derivative Agreement.

Section 6.8 Issuance of Additional Bonds.

(a) The Town will not issue any other obligations, except on the conditions and in the manner provided in this Indenture, payable from the Revenues, having priority to or being on a parity with the lien of the Bonds issued pursuant to this Indenture, nor voluntarily create or cause to be or suffer to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Bonds issued pursuant to this Indenture.

(b) The Town may issue Bonds to refund all or any Principal amount of Bonds if the debt service on the Bonds remaining Outstanding after the issuance of the refunding Bonds will decrease as a result of such refunding. Otherwise, the Town must satisfy the requirements in paragraph (d) of this Section.

(c) If the Town has issued Bonds, the proceeds of which were used to acquire or construct any portion of the Enterprise Systems and such proceeds are insufficient to pay the Costs of Construction, the Town may issue a Series of Bonds in an amount equal to (i) the insufficiency, (ii) any required deposit to the Reserve Fund with respect to such Series and (iii) the Costs of Issuance related thereto. Before the issuance of any Series of Bonds under this paragraph, the Town shall deliver to the Trustee a Certificate of a Consulting Engineer or a Financial Consultant stating that the proceeds from the Series of Bonds together with other available funds will be sufficient to pay the Costs of Construction of the portion of the Enterprise Systems for which such Series of Bonds are being issued.

(d) No Series of Bonds, other than the initial Series of Bonds and the Bonds described in paragraphs (b) and (c) above, will be issued hereunder unless either:

(1) (A) the Net Revenues for the most recent Fiscal Year for which audited financial statements are available, adjusted in the manner hereinafter provided, together with 20% of the balance in the Surplus Account at the end of the such Fiscal Year, were at least equal to (a) 120% of (1.20 times) the maximum Principal and Interest Requirements on the Bonds, including the Series of Bonds to be issued, (b) 100% of (1.00 times) the Principal and Interest Requirements for Subordinate Indebtedness in that Fiscal Year, (c) 100% of (1.00 times) the Principal and Interest Requirements for General Obligation Indebtedness in that Fiscal Year and (d) 100% of (1.00 times) the Principal and Interest Requirements for Other Indebtedness in that Fiscal Year, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Additional Bonds; and

(B) the Net Revenues for the most recent Fiscal Year for which audited financial statements are available, adjusted in the manner hereinafter provided, were at least equal to (a) 100% of (1.00 times) the maximum Principal and Interest Requirements on the Bonds for such Fiscal Year, including the Series of Bonds to be issued, (b) 100% of (1.00 times) the Principal and Interest Requirements for Subordinate Indebtedness in such Fiscal Year, (c) 100% of (1.00 times) the Principal and Interest Requirements for General Obligation Indebtedness in such Fiscal Year and (d) 100% of (1.00 times) the Principal and Interest Requirements for Other Indebtedness in such Fiscal Year; or

(2) (A) the Town has met the Rate Covenant for the most recent Fiscal Year for which audited financial statements are available, as certified by the Finance Officer; and

(B) the Net Revenues, as projected by a report of a Financial Consultant, for the first two Fiscal Years following either (I) the date capitalized interest, if any, provided from the proceeds of the proposed Series of Bonds is expended in the case of the acquisition of assets for or construction of improvements to the Enterprise Systems or (II) the date the proposed Series of Bonds is issued, are at least equal to (a) 120% of (1.20 times) the Principal and Interest Requirements on the Bonds, including the Series of Bonds to be issued, for such Fiscal Years, (b) 100% of (1.00 times) the Principal and Interest Requirements on Subordinate Indebtedness to become due in such Fiscal Years, (c) 100% of (1.00 times) the Principal and Interest Requirements on General Obligation Indebtedness to become due in such Fiscal Years and (d) 100% of (1.00 times) the Principal and Interest Requirements on Other Indebtedness to become due in such Fiscal Years, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Additional Bonds; and

(3) no Event of Default under this Indenture has occurred and is continuing.

(e) For purposes of calculating Net Revenues in paragraph (d)(1) or paragraph (d)(2)(A), (1) if any rates, fees or charges of the Enterprise Systems have been increased since the date of such audited financial statements or are scheduled to be increased at the time the proposed Series of Bonds are issued, the Finance Officer may add to the Net Revenues his or her estimate of the additional Revenues that would have been included in the calculation of Net Revenues if such rates, fees and charges had been in effect in such Fiscal Year and (2) if users of the Enterprise Systems have been added since the date of such audited financial statements, the Finance Officer may add to the Net Revenues his or her estimate of the additional Revenues that would have been included in the calculation of Net Revenues if such users had been a part of the Enterprise Systems as of the beginning of such Fiscal Year.

Section 6.9 Construction; Maintenance of Enterprise Systems. The Town will complete or cause to be completed the additions, extensions and improvements of the Enterprise Systems provided for in this Indenture in accordance with plans and specifications and in an economical and efficient manner with all practicable dispatch and thereafter will maintain or cause to be maintained the Enterprise Systems in good condition and will continuously operate or cause to be operated the same in an efficient manner and at a reasonable cost as a revenue-producing enterprise.

In the event of any material default by a contractor under any construction contract, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Town shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against any such contractor or against each surety of any bond securing the performance of the construction contract.

Section 6.10 Insurance; Condemnation. The Town will carry or cause to be carried such insurance with a reputable insurance carrier or carriers, such as is maintained or carried by similar systems as the Enterprise Systems, including public liability insurance, and said property loss and damage insurance will at all times be in an amount sufficient to indemnify in amounts sufficient to repair the Enterprise Systems for loss, to the extent that such insurance is obtainable.

The Town will deposit the proceeds of any insurance or condemnation, with respect to the Enterprise Systems, in excess of \$5,000,000 in any given Fiscal Year (i) in the Construction Fund, to rebuild or replace the Enterprise Systems or portion thereof giving rise to the referenced proceeds or (ii) in the Debt Service Fund, to redeem or pay the Principal of the Bonds pursuant to a Series Indenture.

The Town may provide for and maintain the insurance required under this Section partially or wholly by means of an adequate self-insurance fund. Reserves for a self-insurance fund will be determined by using actuarial principles. Any self-insurance fund will be reviewed annually by the Town's risk manager or an Independent Insurance Consultant.

Section 6.11 Adding to or Removing from the System.

(a) An enterprise within the Enterprise Systems may be sold, leased or otherwise disposed of, in whole or in part, to another political subdivision, public agency, public authority, public instrumentality or other entity authorized by law in the State to own and operate such systems only (i) if there is filed with the Trustee (A) a report prepared by a Financial Consultant satisfactory to the Trustee showing that there is no material adverse effect on the ability of the Enterprise Systems to produce Revenues to satisfy the Rate Covenant, (B) written evidence from any rating agency then rating the Bonds that such sale will not adversely affect its rating then in effect on the Bonds (without regard to gradation within category), (C) an opinion of counsel to the Town that such disposition has been properly authorized and (D) an opinion of Bond Counsel that such disposition will not adversely affect the federal or state income tax treatment of interest on the Bonds, if applicable and (ii) for a disposition in whole, if such political subdivision, public agency, public authority, public instrumentality or other entity described in this paragraph assumes all of the obligations of the Town related to such enterprise under this Indenture.

(b) Any part of an enterprise within the Enterprise Systems constructed on behalf of or with funds provided by another governmental unit may be sold, leased or otherwise disposed of to that governmental unit, if the Trustee receives a certificate from the Financial Consultant which states that the projected Revenues of the Enterprise Systems as it will exist after the proposed disposition for each of the two Fiscal Years subsequent to the year in which the disposition is expected to be completed are equal to the sum of the Current Expenses projected for each such Fiscal Year plus 120% of (1.20 times) the Principal and Interest Requirements on the Bonds for such Fiscal Year plus 100% of (1.00 times) the maximum Principal and Interest Requirements on Subordinate Indebtedness plus the maximum Principal and Interest Requirements on General Obligation Indebtedness plus 100% of (1.00 times) the maximum Principal and Interest Requirements on Other Indebtedness due in any Fiscal Year.

(c) Any part of an enterprise within the Enterprise Systems may be sold, mortgaged, leased or otherwise disposed of, in whole or in material part to a nongovernmental entity only if (1) the net proceeds to be realized will be sufficient, together with other moneys available therefor, to discharge the lien of this Indenture as described in Article X as to all Series of Bonds or the portion thereof related thereto and such net proceeds are deposited in a separate segregated account for such purpose and (2) the Trustee has received (A) an opinion of counsel to the Town that such disposition has been properly authorized and is permitted by the law of the State, (B) an opinion of Bond Counsel to the effect that such disposition will not adversely affect the federal and state income tax treatment of the interest on the Bonds, if applicable (C) written evidence from any rating agency then rating the Bonds that such sale will not adversely affect its rating then in effect on the Bonds (without regard to gradation within category) and (D) a certificate from the Finance Officer that the disposition will not materially adversely affect the ability of the Town to meet its financial obligations under this Indenture, including the ability of the Town to meet its Rate Covenant.

(d) The Town hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Enterprise Systems hereafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Before any such sale, lease or other disposition of such property, a Town Representative will determine that such property

comprising a part of the Enterprise Systems is no longer necessary, useful or profitable in the operation thereof and that the disposition of such property will not materially adversely affect the ability of the Town to meet its financial obligations under this Indenture, including the ability of the Town to meet its Rate Covenant. Such findings will be approved by resolution of the Town Council if the amount to be received therefor is in excess of five percent (5%) of the total assets of the Enterprise Systems net of accumulated depreciation. All proceeds derived from the sale, lease or other disposition of any property comprising a part of the Enterprise Systems as provided above, will be deposited in the Enterprise Systems Operating Fund.

(e) If the Town acquires an enterprise, or a portion thereof, the Town Council will designate, as soon as practicable, whether or not the acquired assets will constitute a part of the Enterprise Systems for purposes of this Indenture. If the acquired assets will not be a part of the Enterprise Systems, the Town will maintain, operate and account for such assets in a way that the assets can be owned and operated independently of the Enterprise Systems. The Town Council may subsequently designate such assets be included as part of the Enterprise Systems.

(f) An enterprise may be added to or removed from the Enterprise Systems if the Trustee receives (1) a certificate from the Financial Consultant which states that the projected Revenues of the Enterprise Systems as it will exist after the proposed addition or removal for each of the two Fiscal Years subsequent to the year in which the addition or removal is expected to be completed are projected to satisfy the Rate Covenant, (2) an opinion of Bond Counsel to the effect that the addition or removal will not adversely affect the federal income tax treatment of the interest on the Bonds, if applicable, and (3) written evidence from any rating agency then rating the Bonds that such addition or removal will not adversely affect its rating then in effect on the Bonds (without regard to gradation within category).

Section 6.12 Compliance With Conditions Precedent. On the date of issuance of any of the Bonds, all conditions, acts and things required by law or by this Indenture to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds exist, have happened and have been performed and such Bonds, together with all other indebtedness of the Town, are within every debt and other limit prescribed by law.

Section 6.13 Liens or Charges. The Town may create liens on any vehicles or equipment for the Enterprise System to secure the issuance of Other Indebtedness as long as at the time of the creation of the lien loss of the vehicles or equipment secured by the lien will not materially adversely affect the ability of the Town to meet its financial obligations under this Indenture, including the ability of the Town to meet its Rate Covenant. In addition to liens on vehicles and equipment and any existing liens related to the Town's Existing Other Indebtedness, the Town may create or permit to be created a lien on property for the Enterprise Systems in order to secure the issuance of Other Indebtedness as long as at the time of the creation of the lien (i) loss of the property secured by the lien will not materially adversely affect the ability of the Town to meet its financial obligations under this Indenture, including the ability of the Town to meet its Rate Covenant and (ii) the current value of all parts of the Enterprise Systems subject to a lien securing Other Indebtedness, including property which may be added to the Enterprise Systems as a result of issuance of the proposed Other Indebtedness, does not exceed twenty percent (20%) of the current value of the Enterprise Systems' tangible assets. The Town will not otherwise create or permit to be created any lien or charge on the Enterprise Systems. The Town will pay or cause to be discharged or make provisions to satisfy and discharge, within 60 days after the same accrues, all claims and demands for labor, materials, supplies or other items which, if unpaid, might by law become a lien on the Enterprise Systems or the Revenues on a parity with the lien of the Bonds, except for the liens permitted by this Section. The Town need not pay or cause to be discharged or make provision for any lien or charge as long as the validity thereof is being contested in good faith by appropriate legal proceedings.

*Section 6.14 **Covenant to Obtain Permits.*** No approval or consent is required from any governmental authority with respect to the entering into or performance by the Town of this Indenture and the performance by the Town of the transactions contemplated by this Indenture, except certain approvals and consents relating to certain extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems and if such approvals are required, will be duly obtained.

*Section 6.15 **Waiver of Laws.*** The Town will not at any time insist on or plead in any manner whatsoever, or claim or take the benefit or advantage of any stay or extension of law now or at any time hereafter in force which may affect the covenants and agreements contained in this Indenture or in the Bonds and all benefit or advantage of any such law or laws is hereby expressly waived by the Town.

*Section 6.16 **Released Revenues.*** Revenues will become Released Revenues on the filing of the following with the Trustee:

(a) a resolution of the Town Council describing a specific identifiable portion of Revenues and approving that such Revenues be excluded from the term Revenues;

(b) either (1) a certificate prepared by the Finance Officer showing that Net Revenues for each of the two most recent completed Fiscal Years, after the specific identifiable portion of Revenues covered by the Town Council's resolution described in (a) above are excluded, were at least equal to the larger of (A) the amounts needed for making the required deposits and payments under Section 5.3(b), or (B) an amount not less than 150% of average Principal and Interest Requirements on the Bonds for each Fiscal Year during the remaining term of all Bonds that will remain Outstanding after the exclusion of such specific identifiable portion of Revenues; or (2) a certificate prepared by a Financial Consultant showing that the estimated Net Revenues (excluding the specific identifiable portion of Revenues covered in the resolution adopted by the Town Council described in (a) above) for each of the first three complete Fiscal Years immediately following the Fiscal Year in which the resolution described in (a) above is adopted by the Town Council, will not be less than the larger of (A) the amounts needed for making the required deposits and payments under Section 5.3(b), or (B) an amount not less than 150% of the average Principal and Interest Requirements on the Bonds for each Fiscal Year during the remaining term of all Bonds that will remain Outstanding after the exclusion of such specific identifiable portion of Revenues;

(c) an opinion of the Town's bond counsel to the effect that the exclusion of such specific identifiable portion of revenues from the definition of Revenues and from the pledge and lien of this Indenture will not, by itself, cause the interest on any Outstanding Bonds to be included in gross income for purposes of federal income tax; provided, however this provision is only applicable to those Bonds that are intended to be excludable from gross income for purposes of federal income tax; and

(d) written confirmation from each of the rating agencies that has been requested by the Town to maintain a rating on the Bonds and are then maintaining a rating on any of the Bonds to the effect that the exclusion of such specific identifiable portion of Revenues from the pledge and lien of this Indenture will not cause a withdrawal or reduction in the rating then assigned to the Bonds.

Upon filing of such documents, the specific identifiable portion of Revenues described in the resolution of the Town Council and collected after such filing shall no longer be included in Revenues and shall be excluded from the pledge and lien of this Indenture, unless subsequently included in Revenues and in the pledge and lien of this Indenture under a Supplemental Indenture or a Series Indenture.

*Section 6.17 **Lien on Net Revenues.*** The Town represents and warrants that (1) Section 159-91 of the Act creates a valid and binding pledge, charge and lien on the Net Revenues in favor of the Owners as security for payment of the Bonds, which lien is enforceable by the Trustee in accordance with the terms of the Act, (2) such pledge, charge and lien on the Net Revenues are prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Town in tort, contract or otherwise, and (3) under Section 25-9-109(d) of the North Carolina General Statutes, as amended, no filing under Article 9 of the North Carolina Uniform Commercial Code is required in order to perfect such pledge, charge and lien on the Net Revenues.

[End of Article VI]

ARTICLE VII

SUPPLEMENTAL INDENTURES

Section 7.1 ***Supplemental Indentures Effective On Filing With the Trustee.*** For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture of the Town may be executed and delivered, which, on the filing with the Trustee of a copy thereof certified by a Town Representative and execution by the Trustee, will be fully effective in accordance with its terms:

(a) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to add to the covenants and agreements of and the limitations and restrictions on the Town in this Indenture other covenants and agreements or limitations and restrictions to be observed by the Town which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred on the Town by the terms of this Indenture, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Town contained in this Indenture;

(d) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Indenture of the Trust Estate, including the Net Revenues or any other revenues or assets;

(e) to modify any of the provisions of this Indenture in any respect whatsoever, but only if (i) such modification will be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Indenture cease to be Outstanding and (ii) such Supplemental Indenture will be specifically referred to in the text of all Bonds delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

(f) to provide for the delivery of a Qualified Reserve Fund Substitute;

(g) to include additional facilities, property or equipment within the definition of “Enterprise Systems” and the revenues therefrom within the definition of “Revenues”;

(h) in the event of changes to generally accepted accounting principles or changes in law, in each case which become effective after the date of this Indenture, to modify any definition in this Indenture so as to perpetuate the meaning and effect of such definition as originally intended at the time of the execution of this Indenture; or

(i) provided that any changes do not, in the opinion of Bond Counsel, adversely affect the interests of the Owners of the Bonds.

Section 7.2 ***Supplemental Indentures Effective On Consent of Trustee.***

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be executed and delivered, which, on (i) the filing with the Trustee of a copy thereof certified by a Town Representative, and (ii) the filing with the Trustee

and the Town of an instrument in writing, made by the Trustee consenting thereto, will be fully effective in accordance with its terms:

- (i) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Indenture;
- (ii) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect; or
- (iii) to effectuate such changes herein which do not adversely affect the interests of the Owners.

(b) Any such Supplemental Indenture may also contain one or more of the purposes specified in Section 7.1 and, in that event, the consent of the Trustee required by this Section will be applicable only to those provisions of such Supplemental Indenture as contain one or more of the purposes set forth in subsection (a) of this Section.

Section 7.3 Supplemental Indentures Effective On Consent of Owners. Exclusive of Supplemental Indentures covered by Sections 7.1 and 7.2, the consent of the Owners of not less than a majority in aggregate Principal amount of the Bonds Outstanding, will be required for the execution by the Town and the Trustee of any indenture or indentures supplemental hereto; provided, however, that without the consent of the Owners of all the Bonds Outstanding affected thereby nothing herein contained will permit, or be construed as permitting:

- (a) A change in the terms of redemption or maturity of the Principal amount of or the Interest on any Outstanding Bond, or a reduction in the Principal amount of or premium payable on any redemption of any outstanding Bond or the rate of interest thereon;
- (b) The deprivation of the Owner of any Bond Outstanding of the lien created by Indenture (other than as originally permitted hereby);
- (c) A privilege or priority of any Bond over any other Bond; or
- (d) A reduction in the aggregate Principal amount of the Bonds required for consent to such Supplemental Indenture.

If at any time the Town requests the Trustee to enter into a Supplemental Indenture for any of the purposes of this Section, the Trustee will, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by mail to the Owners of the Bonds Outstanding at the address shown on the registration books maintained by the Registrar. Such notice will briefly set forth the nature of the proposed Supplemental Indenture and will state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners. If, within 60 days (or such longer period prescribed by the Town) following the giving of such notice, the Owners of not less than a majority in aggregate Principal amount of the Bonds Outstanding (and in the case of Supplemental Indentures involving paragraphs (a) through (d) above, the Owners of all of the Bonds Outstanding) at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner will have any right to object to any of the terms and provisions contained therein, or in the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Town from executing the same or from taking any action pursuant to the provisions thereof.

The consent by the purchaser of a Series of Additional Bonds constitutes the consent of the Owners of that Series of Additional Bonds.

*Section 7.4 **General Provisions.***

(a) As a condition to the effectiveness of any Supplemental Indenture, an opinion of Bond Counsel must be delivered to the Trustee stating that such Supplemental Indenture has been duly and lawfully adopted in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, is valid and binding on the Town, and does not adversely affect the tax treatment of interest on the Bonds, if applicable.

(b) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Indenture referred to and permitted or authorized by Sections 7.1, 7.2 or 7.3 and to make all further agreements and stipulations which may be therein contained.

(c) No Supplemental Indenture will change or modify any of the rights or obligations of the Trustee without its written consent thereto.

(d) Nothing contained in this Article will affect or limit the right or obligations of the Town to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 6.3 or the right or obligation of the Town to execute and deliver to the Trustee any instrument which is to be delivered to the Trustee pursuant to this Indenture.

(e) Nothing contained in this Article will affect or limit the right of the Town to enter into Series Indentures in connection with the issuance of additional Series of Bonds. Any Series Indenture may be amended or supplemented as provided therein.

(f) No Supplemental Indenture may affect the provisions regarding the LGC under this Indenture without the consent of the LGC or a person designated by the LGC to execute such a consent, and no Supplemental Indenture under Section 7.1(e) will be effective without the consent of the LGC or a person designated by the LGC to execute such a consent.

(g) Notwithstanding anything in this Indenture or a Series Indenture to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding any Series of the Bonds may, regardless of its intent to sell or distribute such Bonds in the future, consent as the Owner of such Bonds to any amendment or supplemental indenture as required or permitted by this Article, including any amendment or supplemental indenture that adversely affects the interests of other Owners, and (2) any Owner is not entitled to receive, nor is the Town required to provide, any prior notice or other documentation regarding such amendment or supplemental order.

*Section 7.5 **Exclusion of Bonds.*** Bonds owned or held by or for the account of the Town will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Town will not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Town will furnish to the Trustee a Certificate of a Town Representative, on which the Trustee may rely, describing all Bonds so to be excluded.

*Section 7.6 **Notation on Bonds.*** Bonds delivered after the effective date of any action taken as provided in this Article may, and if the Trustee so determines will, bear a notation, by endorsement or otherwise, in a form approved by the Town and the Trustee, as to such action. On any transfer or exchange

of any Bond Outstanding at such effective date or on demand of the Owner of any Bond Outstanding at such effective date and presentation of such Bond, the Trustee will make suitable notation as to such action on such Bond or on any Bond issued on any such transfer or exchange. If the Town or the Trustee will so determine, new Bonds modified to conform to such action in the opinion of the Trustee and the Town will be prepared, executed and delivered, and on demand of any Owner will be exchanged, without cost to such Owner, on surrender of such Outstanding Bond.

[End of Article VII]

ARTICLE VIII

CONCERNING THE FIDUCIARIES

*Section 8.1 **The Trust.*** The Trustee agrees to hold in trust, for the benefit of the Owners, all property conveyed or delivered to it under this Indenture and all Funds and Accounts and the moneys or Investment Securities held therein.

*Section 8.2 **Responsibility of the Trustee.*** The statements of fact contained herein and in the Bonds will be taken as the statements of the Town and the Trustee does not assume any responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds or coupons issued hereunder or in respect of the security afforded hereby, and the Trustee will not incur any responsibility in respect thereof. The Trustee will not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Town. The Trustee will not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Trustee will not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

*Section 8.3 **Evidence on Which Trustee May Act.*** The Trustee will be protected in acting on any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the Town, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee deems it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof is specifically prescribed herein) may be deemed to be conclusively proved and established by a Certificate signed by a Town Representative, and such Certificate will be full warrant for any action taken or suffered in good faith thereon, but in its sole discretion the Trustee may in lieu thereon accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Neither the Trustee nor any successor Trustee will be liable to the Town, the Owners of any of the Bonds or any other person for any act or omission done or omitted to be done by the Trustee in reliance on any instruction, direction or certification received by the Trustee pursuant to this Indenture or for any act or omission done or omitted in good faith and without willful or reckless misconduct. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Town to the Trustee will be sufficiently executed if executed in the name of the Town by a Town Representative.

*Section 8.4 **Compensation; Indemnification.*** The Town will pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Indenture, and, except as otherwise provided in a Series Indenture, the Trustee will have a lien therefor on any and all Funds at any time held by it under this Indenture. To the extent permitted by law, the Town further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct.

*Section 8.5 **Permitted Acts and Functions.*** The Trustee may become the Owner of any Bonds, with the same rights it would have if it were not the Trustee. The Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee represents the Owners of a majority in aggregate Principal amount of the Bonds Outstanding. The Trustee may be an underwriter in connection with the sale of the Bonds or of any other securities offered or issued by the Town. The Trustee may not serve as the provider of any financial guaranty instrument under this Indenture or any Series Indenture, unless approved to do so by the LGC.

*Section 8.6 **Resignation of Trustee.*** The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than 60 days' written notice to the Town and such resignation will take effect on the appointment of a successor Trustee as provided in Section 8.8.

*Section 8.7 **Removal of Trustee.***

(a) The Trustee may be removed by the Town if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the Town and signed by the Owners of a majority in aggregate Principal amount of the Bonds Outstanding or their duly authorized attorney, excluding any Bonds held by or for the account of the Town.

(b) The Town may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as is determined in its sole discretion, by filing with the Trustee an instrument signed by a Town Representative.

(c) The Trustee will automatically be deemed removed if it becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs.

No removal of the Trustee pursuant to this Section will be effective until the appointment of a successor Trustee as provided in Section 8.8.

*Section 8.8 **Appointment of Successor Trustee.***

(a) If the Trustee resigns or is removed, the Town covenants and agrees that it will then appoint a successor Trustee.

(b) If no appointment of a successor Trustee is made pursuant to subsection (a) of this Section within 60 days after (1) the Trustee has given to the Town written notice as provided in Section 8.6, (2) the Trustee has been removed as provided in subsection (a) or (b) of Section 8.7 or (3) the events described in subsection (c) of Section 8.7 have occurred, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee.

(c) Unless otherwise approved by the LGC, any successor Trustee appointed under the provisions of this Section must be a trust company, bank or national banking association having the powers of a trust company within or outside the State, having capital, surplus and undivided profits aggregating at least \$100,000,000 if there be such a trust company, bank or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed on it by this Indenture.

*Section 8.9 **Transfer of Rights and Property to Successor Trustee.*** Any successor Trustee appointed under this Indenture will execute, acknowledge and deliver to its predecessor Trustee, and also to the Town, an instrument accepting such appointment, and such successor Trustee, without any further act, deed or conveyance, will then become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee. The Trustee ceasing to act will nevertheless, on the request of the Town or of its successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and will pay over, assign and deliver to its successor Trustee at the Town's expense. Should any deed, conveyance or instrument in writing from the Town be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing will, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Town at the Town's expense. On the effectiveness of the resignation or removal of the Trustee, such Trustee's authority to act pursuant to this Indenture will terminate and such Trustee will have no further responsibility or liability whatsoever for performance of this Indenture as Trustee, except for an act or omission occurring before the effective date of the resignation or removal.

*Section 8.10 **Merger or Consolidation.*** Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it is a party or any company to which the Trustee sells or transfers all or substantially all of its corporate trust business, provided such company is a trust company or bank which is qualified to be a successor to the Trustee under Section 8.8 and is authorized by law to perform all the duties imposed on it by this Indenture, will be the successor to the Trustee without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

*Section 8.11 **Appointment of Paying Agent.*** Unless a different or additional Paying Agent is appointed in a Series Indenture with respect to a Series of Bonds, the Trustee will serve as Paying Agent for the Bonds. Any Paying Agent other than the Trustee will designate its chosen corporate office to the Town and the Trustee and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee and the Town. The Town will cooperate with the Trustee and any Paying Agent to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified herein will be made available to the Paying Agent for the payment when due of the Bonds.

*Section 8.12 **Qualifications of Paying Agent; Resignation; Removal.*** Unless otherwise approved by the LGC, any Paying Agent other than the Trustee must be a commercial bank or trust company, duly organized under the laws of the United States of America or any state or territory thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least \$100,000,000 and authorized by law to perform all the duties imposed on it by this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the Town and the Trustee. Any Paying Agent may be removed at any time at the direction of the Town, by an instrument signed by the Town and filed with the Paying Agent and the Trustee. Any Paying Agent will automatically be deemed removed if it is dissolved or its property or affairs are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency.

The resignation or removal of any Paying Agent will take effect on the date specified in such instrument or notice unless a successor Paying Agent has been appointed before said date. In the event of

the resignation or removal of any Paying Agent, said Paying Agent will pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there is no successor, to the Trustee.

On the resignation or removal of the Paying Agent, the Town may appoint a successor Paying Agent, or, if the Town fails to appoint a successor Paying Agent within 60 days after such resignation or removal, the Trustee may appoint a successor Paying Agent or the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. The Trustee will be the Paying Agent for any Series of Bonds with respect to which no Paying Agent is serving in such capacity. The Town and the Trustee will incur no liability as a result of any appointment or failure to appoint any Paying Agent except for the appointment of a Paying Agent which does not conform to the requirements of this Section.

*Section 8.13 **Appointment of Registrar.*** The Trustee may, with the consent of the Town, appoint one or more Registrars to perform any of the obligations and duties of the Trustee hereunder by a written instrument executed by the Registrar and the Trustee under which such Registrar will signify its acceptance of the duties and obligations imposed on it by this Indenture and any additional duties or obligations imposed on it by agreement.

*Section 8.14 **Several Capacities.*** Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Paying Agent and the Registrar.

*Section 8.15 **Appointment of Co-Trustee.*** In case of litigation under this Indenture or the enforcement hereof on an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, the Trustee may appoint an additional institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto will be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee will run to and be enforceable by either of them.

Should any conveyance or instrument in writing from the Town be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, right, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing will, on request, be executed, acknowledged and delivered by the Town. In case any separate or Co-Trustee, or a successor to either, dies, becomes incapable of acting, resigns or is removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, will vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

*Section 8.16 **Authenticating Agent.*** There may be an Authenticating Agent appointed by the Trustee with power to act on its behalf and subject to its direction in the authentication and delivery of the Bonds in connection with transfers and exchanges and the other provisions hereof relating to authentication of Bonds hereunder and under one or more Series Indentures, as fully to all intents and purposes as though the Authenticating Agent had been expressly authorized herein and therein to authenticate and deliver Bonds. For all purposes of this Indenture, the authentication and delivery of Bonds by the Authenticating Agent pursuant to this Section shall be deemed to be the authentication and delivery of Bonds “by the Trustee.” Unless otherwise approved by the LGC, such Authenticating Agent shall at all times be a bank or trust company organized and doing business under the laws of the United States or of any state with a combined capital and surplus of at least \$100,000,000 and authorized under such laws to exercise corporate

trust powers and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of the Authenticating Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Town. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and the Issuer.

[End of Article VIII]

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.1 Events of Default. If any of the following events occur, it is hereby defined and deemed an “Event of Default” under this Indenture:

(a) A failure to pay the Principal of or premium, if any, on any Bond when the same becomes due and payable, whether at the stated maturity thereof or on proceedings for redemption including sinking fund redemptions;

(b) A failure to pay any installment of Interest when the same becomes due and payable; and

(c) A failure by the Town to observe and perform any covenant, condition, agreement or provision (other than as described in subsections (a) and (b) of this Section) contained in the Bonds or in this Indenture on the part of the Town to be observed or performed, which failure continues for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, has been given to the Town by the Trustee, which may give such notice in its discretion and must give such notice at the written request of Owners of not less than 25% of the aggregate Principal amount of the Bonds, unless the Trustee, or the Trustee and Owners of a Principal amount of Bonds not less than the Principal amount of Bonds the Owners of which requested such notice, as the case may be, agrees in writing to an extension of such period prior to its expiration.

Further events which will constitute “Events of Default” hereunder may be set forth in a Series Indenture.

Section 9.2 Remedies on Default.

(a) Notwithstanding any other provision of this Indenture, the Bonds are not subject to acceleration.

(b) On the occurrence and continuance of any Event of Default, the Trustee in its discretion may, and on the written direction of Owners of not less than a majority in aggregate Principal amount of the Bonds Outstanding and receipt of indemnity to its satisfaction, must, in its own name and as the trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners, and require the Town to carry out any agreements with or for the benefit of the Owners and to perform its duties under this Indenture;

(ii) take custody of the Enterprise Systems Operating Fund, the Extension and Replacement Fund and the Surplus Fund; or

(iii) take whatever action at law or in equity may appear necessary or desirable to enforce its rights against the Town.

If the Trustee takes possession of the Enterprise Systems Operating Fund, the Trustee will make the payments therefrom in accordance with Section 5.3 and shall appoint a consultant satisfactory to the Trustee with experience in the operation and maintenance of municipal enterprise systems similar to the

Enterprise Systems to assist the Trustee in evaluating the Annual Budget, the cost of which will be paid from the Enterprise Systems Operating Fund.

No right or remedy is intended to be exclusive of any other rights or remedies, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any Event of Default has occurred and if requested by the Owners of a majority in aggregate Principal amount of Bonds Outstanding and indemnified as herein provided, the Trustee will be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners.

If the Town causes to be deposited with the Trustee a sum sufficient to pay all matured installments of the Principal of and Interest on all Bonds which have become due (with interest on such overdue installments of Interest, at the rate per annum borne by the respective Bonds) and such amount as is sufficient to cover reasonable compensation and reimbursement of expenses payable to the Trustee, and all Events of Default hereunder shall otherwise be made good or secured to the satisfaction of the Trustee, the Trustee will relinquish possession and control over all money, securities, funds and Revenues then remaining unexpended in the hands of the Trustee that it took custody of under this Section 9.2 and thereupon all Revenues shall thereafter be applied as otherwise provided in this Indenture. No such payment over to the Town by the Trustee or resumption of the application of Revenues as provided in this Indenture shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

*Section 9.3 **Priority of Payments After Default.***

(a) If, on the happening and continuance of any Event of Default, the funds held by the Trustee are insufficient for the payment of the Principal or Redemption Price then due of and Interest then due on the Bonds, such funds (other than funds held for the payment of particular Bonds which have theretofore become due at maturity or by redemption) and any other amounts received or collected by the Trustee acting pursuant to this Indenture, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the Owners and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Indenture, will be applied, subject to Section 9.11, as follows:

(1) Unless the Principal of all of the Bonds has become or has been declared due and payable:

FIRST: To the payment to the Persons entitled thereto of all installments of Interest then due in the order of the maturity of such installments, and, if the amounts available are not sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: To the payment to the Persons entitled thereto of the unpaid Principal or Redemption Price of any Bonds which have become due and, if the amounts available are not sufficient to pay in full all the Bonds due, then to the payment thereof ratably, according to the amounts of Principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference; and

THIRD: To be held for the payment to the Persons entitled thereto, as the same become due, of the Principal or Redemption Price of and Interest on the Bonds

which thereafter become due and, if the amounts available are not sufficient to pay in full all the Bonds due on any date, together with such Interest, payment will be made ratably according to the amount of Principal due on such date to the Persons entitled thereto, without any discrimination or preference.

(2) If the Principal of all of the Bonds has become or has been declared due and payable, to the payment of the Principal and Interest then due and unpaid on the Bonds without preference or priority of Principal over Interest or of Interest over Principal, or of any installment of Interest over any other installment of Interest, or of any Bond over any other Bond, ratably, according to the amounts due collectively for Principal and Interest, to the Persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys will be applied by the Trustee at such times, and from time to time, as required by the terms of this Indenture and otherwise as the Trustee determines in its prudent discretion, having due regard to the amount of moneys available for such application. The setting aside of such moneys in trust for the proper purpose, will constitute proper application by the Trustee, and the Trustee will incur no liability whatsoever to the Town, to any Owner or to any other person for any delay in applying such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture. Whenever the Trustee will exercise discretion in applying such moneys, it will fix the date (which must be an Interest Payment Date unless the Trustee deems another date more suitable) on which such application is to be made. The Trustee will not be required to make payment to any Owner unless its Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.4 Termination of Proceedings. If any proceedings taken by the Trustee on account of any Event of Default have been discontinued or abandoned for any reason, the Town, the Trustee and the Owners will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Trustee will continue as though no such proceeding had been taken.

Section 9.5 Owners' Right to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate Principal amount of the Bonds Outstanding will have the right, at any time, to the extent permitted by law, by instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction may not be otherwise than in accordance with the provisions of this Indenture. The Trustee will not be required to act on any direction given to it pursuant to this Section until the indemnity described in Section 8.2 is furnished to it by such Owners.

Section 9.6 Limitation on Rights of Owners.

(a) No Owner will have any right to institute any suit, action, mandamus or other proceeding in equity or at law hereunder, for the protection or enforcement of any right under this Indenture unless such Owner has given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the Owners of not less than 25% in aggregate Principal amount of the Bonds Outstanding have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, has accrued, and has afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or

proceeding in its name and unless, also, there has been offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee has refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Indenture or for any other remedy hereunder or by law. It is understood and intended that no one or more Owners will have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under law with respect to the Bonds or this Indenture, except in the manner herein provided, and that all proceedings at law or in equity must be instituted, had and maintained in the manner herein provided and for the benefit of all Owners. Nothing contained in this Article will affect or impair the right of any Owner to enforce the payment of the Principal of and Interest on its Bonds at the time and place expressed in said Bond.

(b) Each Owner by its acceptance of a Bond will be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture or any Series Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pre-trial, trial and appellate attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant. The provisions of this paragraph will not apply to any suit instituted by the Trustee, to any suit instituted by Owners of at least 25% in aggregate Principal amount of the Bonds Outstanding, or to any suit instituted by any Owner for the enforcement of the payment of any Bond on or after the respective due date thereof expressed in such Bond.

Section 9.7 Possession of Bonds by Trustee Not Required. All rights of action under this Indenture or under any of the Bonds enforceable by the Trustee may be enforced by it without the possession of any of the Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee will be brought in its name for the benefit of all the Owners of such Bonds, subject to the provisions of this Indenture.

Section 9.8 Remedies Not Exclusive. No remedy herein conferred on or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.9 No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power will be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Indenture to the Trustee and any Owner, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 9.10 Notice of Event of Default. The Trustee will give to the Owners and the LGC notice of each Event of Default hereunder known to the Trustee within 90 days after actual knowledge of the occurrence thereof, unless such Event of Default has been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of the Principal or Redemption Price of or Interest on any of the Bonds, or in the making of any payment required to be made into the Debt Service Fund, notice will be given immediately after its occurrence. Each such notice of an Event of Default will be given by the Trustee by mailing written notice thereof (i) to all Owners appearing on the registration books maintained by the Registrar and (ii) to such other persons as is required by law.

*Section 9.11 **Subordination of Claims for Interest.*** No claim for interest appertaining to any of the Bonds which in any way at or after maturity has been transferred or pledged separate and apart from the Bond to which it appertains will, unless accompanied by such Bond, be entitled, in case of an Event of Default hereunder, to any benefit by or from this Indenture, except after the prior payment in full of the Principal of all of the Bonds then due and of all claims for interest then due not so transferred or pledged.

[End of Article IX]

ARTICLE X

DEFEASANCE

If the Town pays or causes to be paid or is deemed to have paid to the Owner of any Bond the Principal of and interest due and payable, and thereafter to become due and payable on such Bond, or any portion of such Bond in any integral multiple of the authorized denomination thereof, such Bond or portion thereof will cease to be entitled to any lien, benefit or security under this Indenture. If the Town pays or causes to be paid the Principal of, premium, if any, and interest due and payable on all Outstanding Bonds, pays or causes to be paid all other sums payable by the Town, including all fees, expenses and other amounts payable to the Trustee and any Paying Agent and all amounts owing to the provider of a Qualified Reserve Fund Substitute, then the right, title and interest of the Trustee in and to the Trust Estate will thereupon cease, terminate and become void.

Any Bond will be deemed to be paid within the meaning of this Article and for all purposes of this Indenture when (a) payment of the Principal and premium, if any, of such Bond plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment and, in either case, the Trustee has received verification from an independent certified public accounting firm or other bona fide verification firm that the moneys or Federal Securities deposited with the Trustee, together with investment earnings thereon, will be sufficient to pay when due the Principal and premium, if any, of and interest due and to become due on the Bond on and before the redemption date or maturity date thereof, (1) moneys, sufficient to make such payment or (2) non-callable Federal Securities maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond is deemed to be paid hereunder, as aforesaid, such Bond will no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Federal Securities.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds has been previously given in accordance with the applicable Series Indenture, or if said Bonds are not to be redeemed within the next 35 days, until the Town has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of such Bonds in accordance with the applicable Series Indenture, that the deposit required by (a)(ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date on which moneys are to be available for the payment of the Principal and premium, if any, of said Bonds plus interest thereon to the due date thereof, or (b) the maturity of such Bonds.

[End of Article X]

ARTICLE XI

MISCELLANEOUS

Section 11.1 Evidence of Signature of Owners and Ownership of Bonds. Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and will be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Bonds will be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or its attorney of such instrument may be proved by the bond of any officer authorized to take acknowledgments in the jurisdiction in which he or she purports to act that the person signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The ownership of the Bonds will be proved by the registration books kept under the provisions of Section 3.3.

Any request or consent of the registered Owner of any Bond will bind all future Owners of such Bond in respect of anything done or suffered to be done by the Town or the Trustee in accordance therewith.

Section 11.2 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or will be construed to confer on, or to give to any person other than the Town, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Town or the Trustee will be for the sole and exclusive benefit of the Town, the Trustee and the Owners.

Section 11.3 Titles, Headings, Captions, Etc. The titles, captions and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

Section 11.4 Severability. If any provision of this Indenture is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.5 Governing Law. This Indenture will be governed and construed in accordance with the laws of the State.

Section 11.6 Execution in Counterparts; Electronic Signatures. This Indenture may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Indenture delivered by electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Indenture. This Indenture and related documents may be sent and stored by electronic means.

Section 11.7 Notices. All notices, certificates or other communications are sufficiently given and shall be deemed given when delivered, mailed by certified or registered mail, postage prepaid or by

electronic mail with confirmation of delivery receipt (with an automatic “read receipt” or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). The addresses are as follows: Town of Holly Springs, North Carolina, P.O. Box 8, Holly Springs, North Carolina 27540, Attention: Finance Director; North Carolina Local Government Commission, 3200 Atlantic Avenue, Raleigh, North Carolina 27604, Attention: Secretary; U.S. Bank Trust Company, National Association, 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202-1078 CN-NC-H27A, Attention: Corporate Trust Services. Each of the foregoing, may (1) by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent and (2) accept any notice, certificates or other communications by such other delivery methods as they deem acceptable. The Trustee shall have the right to accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Indenture sent by Electronic Means. As used in this Section, “Electronic Means” means unsecured e-mail as a portable document format (“pdf”) or other replicating image attached to an email, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Town, shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions (“*Authorized Officers*”), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee instructions via Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee’s reasonable understanding of such instructions shall be deemed controlling. The Town agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Town shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Trustee, and the Town and the Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Town; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11.8 *Payments Due on Holidays.* If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 11.9 *No Recourse Against Members, Officers or Employees of Town or LGC.* No recourse under, or on, any statement, obligation, covenant, or agreement contained in this Indenture, or in any Bond hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Town or the LGC or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee, as such, of the Town or the LGC, either directly or through the Town for the payment for or to, the Town or the LGC or any receiver of either of them, or for, or to, any Owner or otherwise, of any sum that may be due and unpaid on any such Bond. Any and all personal

liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Town or the LGC or any receiver of either of them, or for, or to, any Owner of any sum that may remain due and unpaid on the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Indenture and the issuance of the Bonds.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town and the Trustee have caused this Indenture to be executed in their respective names as of the date first above written.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Sean Mayefskie
Mayor

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature page to the General Trust Indenture dated as of [_____] 1, 2023
between the Town of Holly Springs, North Carolina
and U.S. Bank Trust Company, National Association]

[Counterpart signature page to the General Trust Indenture dated as of [_____] 1, 2023
between the Town of Holly Springs, North Carolina
and U.S. Bank Trust Company, National Association]

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Shawna L. Hale
Vice President



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Condemnation Resolution for Main St. Right Turn Lane (Bond) Project

Strategic Priority Area: Responsible & Balanced Growth

Economic Prosperity & Diversity

Safe & Friendly

Staff Resource: Lindsay Goldstein, Paralegal, John Schifano, Town Attorney

Action(s):

- Approve Resolution 23-27 authorizing the Town to proceed with condemnation proceedings for the unobtained Right-of-Way/Easements needed to complete the project.
- Authorize the Town Attorney to file condemnation proceedings against six (6) parcels.

Explanation:

- On May 21, 2019, the Council approved the Main Street Right Turn Lane project (TOHS Project No. 19-001) and authorized design by Kimley-Horn.
- The project adds a northbound right turn lane along Main Street from near Earp Street to Holly Springs Road. It will provide the necessary stacking room for traffic turning onto Holly Springs Road so that northbound traffic can keep moving.
- The Town engaged Telics to handle the property interest acquisitions.
- To date, despite best efforts, the Town has not been able to acquire all of the interests by eminent domain necessary to complete the project.

Background:

- The Main Street Right Turn Lane project is part of the 2018 Transportation Bond.
- The design is complete and awaiting final NCDOT approval.
- Construction start is slated for 2024 with an anticipated 12 month construction duration.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 23-27 - Condemnation Main Street Right Turn Lane - FINAL



Resolution No. 23-27

Date Adopted: October 17, 2023

Effective Date: October 17, 2023

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS COUNCIL
AUTHORIZING CONDEMNATION PURSUANT TO CHAPTER 40A OF THE
NORTH CAROLINA GENERAL STATUTES AND SESSION LAW 2005-57
(HOUSE BILL 393) TO ACQUIRE CERTAIN PROPERTY OF THOSE
PERSONS LISTED IN THE ATTACHED EXHIBIT "A"**

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose: 1) to design, construct and administer the construction of a right-turn lane on Main Street Northbound onto Holly Springs Road East for the purpose of alleviating increased traffic flow and congestion, 2) obtain Temporary Construction easements as indicated in the legal descriptions; 3) Rights-of-Way; and 4.) Permanent Utility easements, as indicated in Exhibit "A" and

WHEREAS, the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS, the Town is authorized pursuant to N.C. Gen. Stat. § 40A and/or § 136 utilizing the procedures contained in N.C. Gen. Stat. § and/or § 136 to acquire such interests in property for the public purpose heretofore stated;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:

1. The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interests described in Exhibit "A";
2. The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A and/or Chapter 136 of the North Carolina General Statutes to acquire the property herein described; and
3. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 17th day of October, 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



EXHIBIT A

Owner Brown Holloway Corporation

Owner
Address
:

Exhibit A, Page 1
103 Moss Mountain Ln.
Apex, NC 27539

Property Address: 202 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649924862 Tax ID: 0438005
Legal Description: BEING that approximate 0.3 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 17366, Page 2469, Wake County Registry.

B. Interest Acquired By Eminent Domain: Owner : Brown Holloway Corporation

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Right of Way for Streets

Interest Description: an interest in fee simple absolute in the lands of the Grantor(s) as described in the Legal Description for the purpose of constructing, maintaining, using, egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to roadway construction and usage for a public roadway in perpetuity, including the placement of any and all utilities, said construction and maintenance to be performed in the sole discretion of the Town, according to the standards of the Grantee, as amended from time to time.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID NEW RIGHT-OF-WAY, S 05°22'45"E A DISTANCE OF 42.55 FEET TO AN IRON PIPE SET BEING THE POINT OF BEGINNING AND BEING THE NEW SOUTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE ALONG THE NEW RIGHT-OF-WAY OF N. MAIN ST. S 05°22'45"E A DISTANCE OF 21.94 FEET TO A POINT IN THE OLD RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE OLD RIGHT-OF-WAY, N 12°20'21"W A DISTANCE OF 22.32 FEET TO AN EXISTING REBAR; THENCE LEAVING THE OLD RIGHT-OF-WAY AND ALONG THE COMMON LINE OF THE SAID HUEGERICH PROPERTY, N 89°12'58"E A DISTANCE OF 2.71 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 30 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: **Temporary Construction Easement**

Interest Description: a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID NEW RIGHT-OF-WAY, S 05°22'45"E A DISTANCE OF 42.55 FEET TO AN IRON PIPE SET BEING THE NEW SOUTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE ALONG THE COMMON LINE OF THE HUEGERICH PROPERTY, N 89°06'38"E A DISTANCE OF 6.08 FEET TO A POINT AND PLACE OF BEGINNING; THENCE N 89°06'38"E A DISTANCE OF 2.38 FEET TO A POINT; THENCE LEAVING THE SAID COMMON LINE, S 06°11'24"E A DISTANCE OF 1.80 FEET TO A POINT; THENCE S 71°28'58"W A DISTANCE OF 2.43 FEET TO A POINT; THENCE N 06°06'49"W A DISTANCE OF 2.54 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 5 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID NEW RIGHT-OF-WAY, S 05°22'45"E A DISTANCE OF 42.55 FEET TO AN IRON PIPE SET BEING THE POINT OF BEGINNING AND BEING THE NEW SOUTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE ALONG THE COMMON LINE OF THE HUEGERICH PROPERTY, N 89°06'38"E A DISTANCE OF 6.08 FEET TO A POINT; THENCE LEAVING THE SAID COMMON LINE, S 06°06'49"E A DISTANCE OF 21.23 FEET TO A POINT; THENCE S 10°27'45"E A DISTANCE OF 59.80 FEET TO A POINT IN THE COMMON LINE OF LOT 1 AND LOT 2 AS REFERENCED IN BOOK OF MAPS 2016, PAGE 905; THENCE WITH THE SAID COMMON LINE N 88°53'37"W A DISTANCE OF 4.48 FEET TO A POINT IN THE N. MAIN ST. RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY N 12°20'21"W A DISTANCE OF 59.25 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID NEW RIGHT-OF-WAY N 05°22'45"W A DISTANCE OF 21.94 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 452 SQUARE FEET.

Owner Brown Holloway Corporation

Owner
Address

Exhibit A, Page 4
103 Moss Mountain Ln.
Apex, NC 27539

Property Address: 200 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649924764 Tax ID: 0053820

Legal Description: BEING that approximate 0.23 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 17366, Page 2469, Wake County Registry.

B. Interest Acquired By Eminent Domain: Owner : Brown Holloway Corporation

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A

DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID NEW RIGHT-OF-WAY, S 05°22'45"E A DISTANCE OF 42.55 FEET TO A NEW IRON PIPE SET BEING THE NEW NORTHWEST CORNER OF LOT 2, PROPERTY OF BROWN HOLLOWAY CORPORATION AS REFERENCED IN BOOK OF MAPS 2016, PAGE 905; THENCE CONTINUING ALONG SAID NEW RIGHT-OF-WAY S 05°22'45"E A DISTANCE OF 21.94 FEET TO A POINT IN THE OLD RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG OLD RIGHT-OF-WAY S 12°20'21"E A DISTANCE OF 59.25 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE SAID RIGHT-OF-WAY AND ALONG THE COMMON LINE OF LOTS 1 & 2 AS REFERENCED IN SAID BOOK OF MAPS, S 88°53'37"E A DISTANCE OF 4.48 FEET TO A POINT; THENCE S 10°27'45"E A DISTANCE OF 77.02 FEET TO A POINT IN THE NORTHERN RIGHT-OF-WAY OF EARP ST., A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE ALONG THE EARP ST. RIGHT-OF-WAY, N 89°18'16"W A DISTANCE OF 1.89 FEET TO A POINT BEING THE INTERSECTION OF THE SAID EARP ST. RIGHT-OF-WAY AND THE SAID N. MAIN ST. RIGHT-OF-WAY; THENCE ALONG THE SAID N. MAIN ST. RIGHT-OF-WAY, N 12°20'21"W A DISTANCE OF 77.60 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 240 SQ. FT.

Owner Earp Street Properties, LLC.

Owner
Address
:

Exhibit A, Page 6
5310 N.C. Highway 55
Ste. 101
Durham, NC 27713

Property Address: 120 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649925487 Tax ID: 0002932

Legal Description: BEING that approximate 1.71 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 019000, Page 00593, Wake County Registry.

B. Interest Acquired By Eminent Domain: Owner : Earp Street Properties, LLC.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

BEGINNING AT A POINT WHERE THE EASTERN RIGHT-OF-WAY OF N. MAIN ST., NC HWY 55, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, INTERSECTS THE SOUTHERN RIGHT-OF-WAY OF EARP ST., A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THE

PROPERTY OF FOUR OAKS BANK AND TRUST COMPANY AS REFERENCED IN DEED BOOK 16880, PAGE 981; THENCE WITH THE SAID RIGHT-OF-WAY OF EARP ST., S 89°02'32"E A DISTANCE OF 280.12 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT-OF-WAY, S 01°50'31"W A DISTANCE OF 5.02 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 15.00 FEET; THENCE WITH THE SAID CURVE AS IT TURNS TO THE RIGHT AN ARC LENGTH OF 23.50 FEET AND HAVING A CHORD BEARING OF S 46°43'20"W AND A CHORD DISTANCE OF 21.17 FEET TO A POINT; THENCE N 88°23'50"W A DISTANCE OF 260.54 FEET TO A POINT IN THE EASTERN RIGHT-OF-WAY OF SAID N. MAIN ST. AND SAID POINT BEING ON A CURVE HAVING A RADIUS OF 1812.80 FEET; THENCE WITH THE SAID CURVE AS IT TURNS TO THE LEFT AN ARC LENGTH OF 17.41 FEET AND HAVING A CHORD BEARING OF N 13°32'52"W AND A CHORD DISTANCE OF 17.41 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 5,061 SQUARE FEET.

Owner Hahn, Elsie Mae

Owner
Address

Property Address: 220 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649933158 Tax ID: 0027522

Legal Description: BEING that approximate 0.45 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 10665, Page 2049, Wake County Registry.

B. Interest Acquired By Eminent Domain: Owner : Hahn, Elsie Mae

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Right of Way for Streets

Interest Description: an interest in fee simple absolute in the lands of the Grantor(s) as described in the Legal Description for the purpose of constructing, maintaining, using, egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to roadway construction and usage for a public roadway in perpetuity, including the placement of any and all utilities, said construction and maintenance to be performed in the sole discretion of the Town, according to the standards of the Grantee, as amended from time to time.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE CONTINUING WITH THE SAID NEW RIGHT-OF-WAY, N 13°45'16"W A DISTANCE OF 14.20 FEET TO A POINT; THENCE N 13°56'23"W A DISTANCE OF 97.31 FEET TO A NEW IRON PIPE SET BEING THE POINT AND PLACE OF BEGINNING AND ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF WESLEY & KIMBERLEY MARLEY AS REFERENCED IN DEED BOOK 17116, PAGE 188; THENCE WITH THE COMMON LINE OF THE SAID MARLEY PROPERTY, N 89°31'54"W A DISTANCE OF 14.54 FEET TO AN EXISTING RAILROAD IRON IN THE OLD RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID OLD RIGHT-OF-WAY, N 13°50'27"W A DISTANCE OF 126.87 FEET TO A POINT; THENCE N 38°30'18"E A DISTANCE OF 17.49 FEET TO AN IRON PIPE SET IN THE NEW RIGHT-OF-WAY OF SAID N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY LINE, S 13°56'23"E A DISTANCE OF 141.15 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 1,872 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Temporary Construction Easement

Interest Description: a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE CONTINUING WITH THE SAID NEW RIGHT-OF-WAY, N 13°45'16"W A DISTANCE OF 14.20 FEET TO A POINT; THENCE N 13°56'23"W A DISTANCE OF 97.31 FEET TO A NEW IRON PIPE SET BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF WESLEY & KIMBERLEY MARLEY AS REFERENCED IN DEED BOOK 17116, PAGE 188; THENCE WITH THE COMMON LINE OF THE SAID MARLEY PROPERTY, S 89°38'42"E A DISTANCE OF 5.29 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE LEAVING THE SAID COMMON LINE, N 13°56'45"W A DISTANCE OF 127.09 FEET TO A POINT; THENCE N 84°53'54"E A DISTANCE OF 1.15 FEET TO A POINT; THENCE S 15°08'39"E A DISTANCE OF 12.12 FEET TO A POINT; THENCE N 88°35'21"E A DISTANCE OF 9.22 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 42°22'13"W A DISTANCE OF 9.01 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 19.00 FEET TO A POINT; THENCE S 74°41'27"E A DISTANCE OF 14.33 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 14.00 FEET TO A POINT; THENCE S 53°26'26"W A DISTANCE OF 13.00 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 33.00 FEET TO A POINT; THENCE S 70°14'58"E A DISTANCE OF 14.42 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 0.72 FEET TO A POINT IN THE COMMON LINE OF THE SAID MARLEY PROPERTY; THENCE N 89°38'42"W A DISTANCE OF 15.87 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 868 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE CONTINUING WITH THE SAID NEW RIGHT-OF-WAY, N 13°45'16"W A DISTANCE OF 14.20 FEET TO A POINT; THENCE N 13°56'23"W A DISTANCE OF 97.31 FEET TO A NEW IRON PIPE SET BEING THE POINT AND PLACE OF BEGINNING AND ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF WESLEY & KIMBERLEY MARLEY AS REFERENCED IN DEED BOOK 17116, PAGE 188; THENCE WITH THE SAID NEW RIGHT-OF-WAY, N 13°56'23"W A DISTANCE OF 141.15 FEET TO AN IRON PIPE SET; THENCE N 38°30'18"E A DISTANCE OF 23.31 FEET TO A POINT; THENCE S 37°42'44"E A DISTANCE OF 25.12 FEET TO A POINT; THENCE S 52°17'16"W A DISTANCE OF 17.32 FEET TO A POINT; THENCE S 05°06'06"E A DISTANCE OF 0.78 FEET TO A POINT; THENCE S 84°53'54"W A DISTANCE OF 7.62 FEET TO A POINT; THENCE S 13°56'45"E A DISTANCE OF 127.09 FEET TO A POINT IN THE COMMON LINE OF THE SAID MARLEY PROPERTY; THENCE WITH THE SAID MARLEY PROPERTY LINE, N 89°38'42"W A

DISTANCE OF 5.29 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 1,201 SQUARE FEET.

Owner Holly Capital, LLC.
Walgreens #7505

Owner
Address
:

Exhibit A, Page 12
P.O. Box 1159
Deerfield, IL 60015

Property Address: 301 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649839487 Tax ID: 0319313

Legal Description: BEING that approximate 1.39 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 018638, Page 01555, Wake County Registry.

B. Interest Acquired By Eminent Domain: Owner : Holly Capital, LLC.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

BEGINNING AT A POINT IN THE NORTHERN RIGHT-OF-WAY OF HOLLY SPRINGS ROAD, NCSR 1152, A VARIABLE PUBLIC RIGHT-OF-WAY, SAID POINT BEING THE SOUTHEASTERN CORNER OF THE PROPERTY OF MERRY HILL NORTH CAROLINA, LLC AS REFERENCED IN BOOK OF MAPS 2004, PAGE 2094; THENCE

WITH THE SAID RIGHT-OF-WAY, N 88°02'35"W A DISTANCE OF 36.88 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT-OF-WAY, N 30°09'18"E A DISTANCE OF 26.89 FEET TO A POINT; THENCE S 59° 50'42"E A DISTANCE OF 22.64 FEET TO A POINT; THENCE N 06°43'27"W A DISTANCE OF 2.66 FEET TO A POINT; THENCE N 83°43'54"E A DISTANCE OF 18.63 FEET TO A POINT; THENCE S 39°02'36"W A DISTANCE OF 22.93 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 697 SQUARE FEET.

Owner StellaMary Inigo
Inigo Periaithambi

Owner
Address :

Exhibit A, Page 14
192 Oak Haven Ln.
Apex, NC 27523

Property Address: 212 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking: PIN: 0649934073 Tax ID: 0067240
Legal Description: BEING that approximate 0.74 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 18442, Page 00147, Wake County Registry.
B. Interest Acquired By Eminent Domain: Owner : StellaMary Inigo

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Right of Way for Streets

Interest Description: an interest in fee simple absolute in the lands of the Grantor(s) as described in the Legal Description for the purpose of constructing, maintaining, using, egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to roadway construction and usage for a public roadway in perpetuity, including the placement of any and all utilities, said construction and maintenance to be performed in the sole discretion of the Town, according to the standards of the Grantee, as amended from time to time.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET BEING THE POINT AND PLACE OF BEGINNING, SAID IRON PIPE ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE WITH THE COMMON LINE OF THE HUEGERICH PROPERTY, S 88°56'43"W A DISTANCE OF 14.47 FEET TO A RAILROAD IRON IN THE OLD RIGHT-OF-WAY OF N. MAIN ST.; THENCE ALONG THE SAID OLD RIGHT-OF-WAY, N 13°54'17"W A DISTANCE OF 111.90 FEET TO A RAILROAD IRON IN THE COMMON LINE OF THE ELSIE MAE HAHN PROPERTY AS REFERENCED IN DEED BOOK 10665, PAGE 2049; THENCE LEAVING THE SAID OLD RIGHT-OF-WAY AND ALONG THE SAID HAHN PROPERTY LINE, S 89°31'54"E A DISTANCE OF 14.54 FEET TO AN IRON PIPE SET BEING THE NEW SOUTHWEST CORNER OF THE SAID HAHN PROPERTY; THENCE ALONG THE NEW RIGHT-OF-WAY OF N. MAIN ST., S 13°56'23"E A DISTANCE OF 97.31 FEET TO A POINT; THENCE S 13°45'16"E A DISTANCE OF 14.20 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 1,577 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Temporary Construction Easement

Interest Description: a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE CONTINUING WITH THE NEW RIGHT-OF-WAY LINE OF N. MAIN ST., N 13°45'16"W A DISTANCE OF 14.20 FEET TO A POINT; THENCE N 13°56'23"W A DISTANCE OF 97.31 FEET TO AN IRON PIPE SET BEING THE SOUTHWEST CORNER OF THE PROPERTY OF ELSIE MAE HAHN AS REFERENCED IN DEED BOOK 10665, PAGE 2049; THENCE WITH THE COMMON LINE OF THE SAID HAHN PROPERTY, S 89°38'42"E A DISTANCE OF 5.29 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE WITH THE SAID HAHN PROPERTY LINE, S 89°38'42"E A DISTANCE OF 15.87 FEET TO A POINT; THENCE LEAVING THE SAID COMMON LINE OF THE HAHN PROPERTY, S 13°56'23"E A DISTANCE OF 16.28 FEET TO A POINT; THENCE S 71°05'26"W A DISTANCE OF 11.54 FEET TO A POINT; THENCE S 13°56'23"E A DISTANCE OF 38.00 FEET TO A POINT; THENCE S 05°17'14"E A DISTANCE OF 23.26 FEET TO A POINT; THENCE S 74°11'41"E A DISTANCE OF 4.03 FEET TO A POINT; THENCE S 13°52'41"E A DISTANCE OF 11.40 FEET TO A POINT; THENCE N 65°46'39"W A DISTANCE OF 4.84 FEET TO A POINT; THENCE N 13°58'19"W A DISTANCE OF 92.60 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 526 SQUARE FEET.

Purpose: Main Street Right Turn Lane onto Holly Springs Rd.

Interest: Duke Progress Easement

Interest Description: a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

Legal Description of area taken

COMMENCING AT NCGS MONUMENT "PEARSALL" HAVING NC GRID NAD '83/2011 COORDINATES OF N=692,884.45 FT. AND E=2,049,363.41 FT., SAID MONUMENT BEING LOCATED WITHIN THE EASTERN SIDE OF THE RIGHT-OF-WAY OF N. MAIN ST.-HWY 55, A 55 FT. PUBLIC RIGHT-OF-WAY; THENCE N 22°34'07"E A DISTANCE OF 19.86 FEET TO A POINT IN THE NEW RIGHT-OF-WAY OF N. MAIN ST.; THENCE WITH THE SAID NEW RIGHT-OF-WAY N 06°33'49"W A DISTANCE OF 55.43 FEET TO A POINT; THENCE N 13°45'16"W A DISTANCE OF 27.14 FEET TO AN IRON PIPE SET BEING THE POINT AND PLACE OF BEGINNING, SAID IRON PIPE ALSO BEING THE NEW NORTHWEST CORNER OF THE PROPERTY OF THE GEORGE AND KATHLEEN HUEGERICH LIVING TRUST PROPERTY AS REFERENCED IN DEED BOOK 15283, PAGE 2593; THENCE WITH THE NEW RIGHT-OF-WAY LINE OF N. MAIN ST., N 13°45'16"W A DISTANCE OF 14.20 FEET TO A POINT; THENCE N 13°56'23"W A DISTANCE OF 97.31 FEET TO AN IRON PIPE SET BEING THE SOUTHWEST CORNER OF THE PROPERTY OF ELSIE MAE HAHN AS REFERENCED IN DEED BOOK 10665, PAGE 2049; THENCE WITH THE COMMON LINE OF THE SAID HAHN PROPERTY, S 89°38'42"E A DISTANCE OF 5.29 FEET TO A POINT; THENCE LEAVING THE SAID COMMON LINE, S 13°58'19"E A DISTANCE OF 92.60 FEET TO A POINT; THENCE S 65°46'39"E A DISTANCE OF 7.47 FEET TO A POINT; THENCE N 75°03'15"E A DISTANCE OF 10.25 FEET TO A POINT; THENCE S 14°56'45"E A DISTANCE OF 18.12 FEET TO A POINT IN THE COMMON LINE OF THE HUEGERICH PROPERTY; THENCE WITH THE COMMON LINE OF THE SAID HUEGERICH PROPERTY, S 88°56'43"W A DISTANCE OF 22.23 FEET TO THE POINT AND PLACE OF BEGINNING AND

CONTAINING 851 SQUARE FEET.

EXHIBIT B



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Approve Consent Judgment for George Heelan Irrevocable Trust Condemnation-Friendship Force Main Project

Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

- Approve the settlement amount of \$260,000.00.
- Approve a Consent Judgment for Partial Taking to be filed with Superior Court - Wake County, and authorize the Town Manager and Town Attorney to execute the same on behalf of the Town.

Explanation:

- A lawsuit was filed on October 13, 2022 to obtain the necessary easements for the Friendship Force Main project.
- In order to resolve the lawsuit, a Consent Judgment is required to be filed with the Wake County Superior Court, executed by both parties.

Background:

- On August 16, 2022, Council authorized a Resolution to Acquire Certain Property by Eminent Domain to obtain required easements relating to the Friendship Force Main project.
- A Complaint, Declaration of Taking, and Notice of Deposit was filed on October 13, 2022 against the George Heelan Irrevocable Trust, and others.
- On September 21, 2023, parties and counsel for both sides participated in mediation and were able to resolve the lawsuit to mutual satisfaction, subject to the approval of the settlement amount by the Town Council
- The settlement amount is in the opinion of town staff and the landowner equal to the fair market value of the interests taken on the tract, as supported by real estate appraisals.

Funding Source(s):

Community Investment Plan - Utility Reserves / State Grants / Developer Contributions

Attachment(s):

1. Consent Judgment - TOHS v. George Heelan Irrv. Trust - FINAL

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

Case No. 22CVS012876-910

TOWN OF HOLLY SPRINGS,
Plaintiff

-VS-

GEORGE HEELAN IRREVOCABLE
TRUST,
Defendant.

CONSENT JUDGMENT FOR
PARTIAL TAKING

NOTE TO REGISTER OF DEEDS: Please index the above-referenced Defendant trust and its undersigned Trustee in the Grantor index as shown herein.

THIS MATTER came on before the undersigned Superior Court Judge presiding to consider the entry of a consent judgment agreed to by the parties, and based on the Complaint, Declaration of Taking and Notice of Deposit filed in this matter and the consent of the parties, the Court finds as follows:

1. This action was filed by the Plaintiff, the Town of Holly Springs, North Carolina, (hereinafter referred to as "Plaintiff" or the "Town") on October 13, 2022, acting pursuant to the authority vested to the Plaintiff by the provisions of Chapter 40A of the General Statutes of North Carolina.

2. Plaintiff is a municipal corporation organized and existing under the laws of the State of North Carolina possessing the powers, duties and authority, including the

power of eminent domain, vested in it by the General Assembly of the State of North Carolina.

3. The Complaint, Declaration of Taking and Notice of Deposit were duly served upon the Defendant.

4. The Defendant is a competent adult with the capacity to sue and to be sued and enter into this consent judgment freely, having had the opportunity to consult with counsel.

5. This Court has jurisdiction over the parties to and the subject matter of the above-captioned matter.

6. The governing body of Plaintiff determined by a duly adopted Resolution that it is necessary and in the public interest to condemn the property herein described for the purpose of constructing a sewer and waterline extension project entitled “Friendship Force Main” which will establish, extend, enlarge public utility systems, and in furtherance of this, Plaintiff filed the instant condemnation action in order to acquire by condemnation the real property subject to this action.

7. Defendant George Heelan Irrevocable Trust claims an interest in and is the owner of a tract totaling approximately 82-acres located off of Friendship Road in Wake County (the “Property”), fully described in Paragraph A of Exhibit A which is incorporated herein by reference.

8. The legal interests taken by Plaintiff through the exercise of eminent domain in this action are described in **Paragraph B of Exhibit A** which is incorporated herein by reference.

9. The area taken by Plaintiffs through the exercise of eminent domain in this action is described in **Paragraph C of Exhibit A** (the “Condemned Property”), which is incorporated herein by reference.

10. The Defendant is the sole owner of the Property.

11. The funds deposited with the Court by Plaintiff at the time of the filing of the Complaint, Declaration of Taking and Notice of Deposit in the amount of three thousand dollars (\$3,000.00) were distributed to Counsel for the Defendant by Order Granting Motion for Disbursement on or about March 8, 2023.

12. The Defendant has been represented by Counsel, filed an Answer in this matter and a Motion to Disburse Deposit. Both parties engaged in discovery and participated in mediation.

13. After settlement negotiations, Plaintiff and Defendant now consent to the value of the Condemned Property, as described in Exhibit A, as a total amount of two hundred sixty thousand dollars (\$260,000.00).

BASED ON THE ABOVE FINDINGS OF FACT, it is hereby concluded as a matter of law that:

1. The Plaintiff is entitled to acquire and, as of the date of this Consent Judgment, has acquired, the Condemned Property of Defendant as described above, and in the Complaint filed herein.

2. The proceedings as they appear from the pleadings are regular in all respects, and this case is appropriate for final judgment.

3. Defendant is entitled to receive a total amount of two hundred sixty thousand dollars (\$260,000.00) as just compensation for the Condemned Property. Payment of such amount shall be made in accordance with paragraph 4 below.

4. Defendant has already received \$3,000.00, the original deposit amount, which was disbursed on or about March 8, 2023. The Plaintiff shall pay the remaining \$257,000.00 to the Defendant by check made payable to Nicholls & Crampton, P.A., c/o Steven C. Newton, II, 3700 Glenwood Avenue, Ste. #500, Raleigh, NC 27612, as counsel for, and for the benefit of, Defendant, within thirty (30) days of the entry of the Consent Judgment for Partial Taking.

5. Except as expressly set forth herein Defendant is not entitled to any further relief from Plaintiff as a result of the taking.

NOW, THEREFORE, based on the above findings of fact and conclusions of law, **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Town of Holly Springs, North Carolina, Plaintiff herein, on the date of entry of this Consent Judgment, shall permanently be vested with all right, title and interest in and to the Condemned Property identified in **Exhibit A**, and the plat and language referenced in paragraph 7, above.

2. The Town of Holly Springs shall pay to the Defendant the sum of \$257,000.00 within thirty (30) days of the entry of this Judgment, by submitting a check payable to Nicholls & Crampton, P.A., c/o Steven C. Newton, II, 3700 Glenwood Avenue, Ste. #500, Raleigh, NC 27612, as counsel for, and for the benefit of, Defendant.

3. A copy of this Consent Judgment shall be certified under the Seal of this Court to the Register of Deeds of Wake County. The Wake County Registrar of Deeds is ordered to record this Judgment among the land records of this County.

4. Each party shall pay its own costs and fees with respect to this action.

SO ORDERED, this the _____ day of _____, 2023.

Superior Court Judge Presiding

All of the Findings of fact, conclusions of law and Orders are consented to by the parties to this matter:

FOR THE PLAINTIFF:

FOR THE DEFENDANTS:

Randy J. Harrington
Manager, Town of Holly Springs

Mariam M. Phillips,
Successor Trustee,
George Heelan Irrevocable Trust

John P. Schifano, Esq.
Attorney for Plaintiff

EXHIBIT A

A. Description of Entire Property:

OWNER ADDRESS: George Heelan Irrevocable Trust
c/o Attorney Randell W. Faircloth, Esq.3430
Toringdon Way, Ste 101
Charlotte, NC 28277

PROPERTY ADDRESS: 0 Friendship Road
Holly Springs, NC 27540

PIN 0629887564
REID 0047555

Legal Description: BEING that approximate 82-acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 15083, Page 02206, Wake Country Registry of Deeds.

B. Legal Interest Acquired by Town:

Legal Interest Conveyed: Utility & Access Easement (Easements 1-3)

a perpetual right, privilege, and easement, now and hereafter, to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for the purpose of conveying potable water, sanitary sewer, or re-use water, together with all appurtenant facilities and equipment necessary or convenient thereto, in, upon, and across the property of the Grantors, which easement is more particularly described in the Legal Description, together with the right of ingress and egress across the land of the Grantor(s) at such times and in such a manner as required by the Grantee to maintain said lines in accordance with the standards set forth by the Grantee, as amended from time to time.

Legal Interest Conveyed: Temporary Construction Easement (Easements 4-9)

a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.

C. Legal Description of Area Conveyed:

Heelan Easement #1 (Utility & Access Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane

Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 17°58'15" West, 4,469.00 feet to a Computed Point, having North Carolina State Plane Coordinates of

N: 699,256.24', E: 2,028,230.75', said point being the POINT OF BEGINNING,

thence along and with the new easement the following twenty-five (25) courses and distances: South 86° 27' 43" East, 32.54 feet to a point;

South 26° 44' 41" West, 79.50 feet to a point;

South 28° 03' 51" West, 60.36 feet to a point;

South 29° 39' 04" West, 100.46 feet to a point;

South 31° 36' 40" West, 102.85 feet to a point;

South 32° 13' 49" West, 77.14 feet to a point;

South 32° 13' 49" West, 130.99 feet to a point;

South 43° 57' 39" East, 10.79 feet to a point;

South 36° 08' 16" West, 36.92 feet to a point;

South 41° 37' 50" West, 3.64 feet to a point;

North 43° 57' 39" West, 38.05 feet to a point;

North 88° 57' 39" West, 24.11 feet to a point;

South 69° 04' 11" West, 234.53 feet to a point;

South 53° 33' 55" West, 37.46 feet to a point;

Along and with a curve to the right, having a radius of 1,349.44 feet, an arc length of 41.81 feet, and a chord bearing and distance of North 80°35'14" West, 41.81 feet to a point;

North 53° 33' 55" East, 70.67 feet to a point;

North 69° 04' 11" East, 217.42 feet to a point;

North 69° 04' 11" East, 94.92 feet to a point;

North 32° 13' 49" East, 2.76 feet to a point;

North 32° 13' 49" East, 97.64 feet to a point;

North 32° 13' 49" East, 76.98 feet to a point;

North 31° 36' 40" East, 102.18 feet to a point;

North 29° 39' 04" East, 99.53 feet to a point;

North 28° 03' 51" East, 59.64 to a point;

North 26° 49' 20" East, 66.29 to the POINT OF BEGINNING,

containing 28,283 square feet or 0.649 acres, more or less.

Heelan Easement #2 (Utility & Access Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 15°55'58" West, 4,431.25 feet to a Computed Point, having North Carolina State Plane Coordinates of

N: 699,248.21', E: 2,028,360.66', said point being the POINT OF BEGINNING,

thence along and with the new easement the following twenty-five (25) courses and distances: South 86° 27' 43" East, 32.55 feet to a point;

South 26° 31' 39" West, 122.21 feet to a point;

South 27° 50' 58" West, 60.35 feet to a point;

South 29° 10' 58" West, 80.40 feet to a point;

South 30° 53' 49" West, 100.39 feet to a point;

South 32° 11' 16" West, 89.63 feet to a point;

South 32° 13' 49" West, 88.25 feet to a point;

South 34° 47' 21" West, 77.20 feet to a point;

South 1° 02' 21" West, 137.02 feet to a point;

South 1° 02' 21" West, 90.79 feet to a point;

South 46° 02' 21" West, 16.15 feet to a point;

North 44° 01' 48" West, 61.56 feet to a point;

North 1° 02' 21" East, 5.79 feet to a point;
North 1° 02' 21" East, 154.91 feet to a point;
North 43° 57' 39" West, 22.50 feet to a point;
North 41° 37' 50" East, 11.15 feet to a point;
North 36° 08' 16" East, 29.33 to a point;
South 43° 57' 39" East, 16.62 feet to a point;
North 34° 47' 21" East, 94.72 feet to a point;
North 32° 13' 49" East, 87.58 feet to a point;
North 32° 11' 16" East, 89.27 feet to a point;
North 30° 53' 49" East, 99.60 feet to a point;
North 29° 10' 58" East, 79.60 feet to a point;
North 27° 50' 58" East, 59.65 feet to a point;
North 26° 32' 38" East, 109.14 feet to the POINT OF BEGINNING, containing 31,173 square feet or 0.716 acres, more or less.

Heelan Easement #3 (Utility & Access Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 21°36'25" West, 5,277.90 feet to a Computed Point, having North Carolina State Plane Coordinates of

N: 698,600.18', E: 2,027,666.06', said point being the POINT OF BEGINNING,

thence along and with the new easement the following eighteen (18) courses and distances: South 37° 10' 47" East, 23.38 feet to a point;

South 82° 03' 50" East, 55.98 feet to a point;

South 66° 58' 55" East, 237.39 feet to a point;

South 43° 57' 39" East, 51.82 feet to a point;

North 46° 02' 21" East, 15.14 feet to a point;

South 43° 57' 59" East, 32.19 feet to a point;

South 42° 49' 21" East, 48.99 feet to a point;

South 39° 30' 09" East, 48.10' feet to a point;

South 33° 38' 38" East, 47.19 feet to a point;

South 28° 14' 14" East, 47.17 feet to a point;

South 23° 27' 08" East, 9.12 feet to a point;

North 43° 57' 39" West, 199.49 feet to a point;

South 46° 02' 21" West, 16.00 feet to a point;

North 43° 57' 39" West, 75.71 feet to a point;

North 66° 58' 55" West, 227.31 'feet to a point;

North 82° 03' 50" West, 64.40 feet to a point;

North 37° 10' 47" West, 67.15 feet to a point;

Along and with a curve to the left, having a radius of 1,368.80 feet, an arc length of 43.41 feet, and a chord bearing and distance of South 80°53'42" East, 43.41 feet to the POINT OF BEGINNING, containing 17,062 square feet or 0.392 acres, more or less.

SquareFoot: 76518

Heelan Easement #4 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of N: 703,507.217' E: 2,029,609.580';

thence South 17°58'15" West, 4,469.00 feet to a point; thence South 26° 49' 20" West, 66.29 feet to a point;

thence South 28° 03' 51" West, 59.64 feet to a point;

thence South 29° 39' 04" West, 99.53 feet to a point;

thence South 31° 36' 40" West, 102.18 feet to a point;
thence South 32° 13' 49" West, 76.98 feet to a point;
thence South 32° 13' 49" West, 97.64 feet to a Computed Point, having North Carolina State Plane Coordinates of N: 698,823.23', E: 2,027,976.85', said point being the POINT OF BEGINNING,
thence along and with the new easement the following five (5) courses and distances: South 32° 13' 49" West, 2.76 feet to a point;
South 69° 04' 11" West, 94.92 feet to a point;
North 44° 00' 59" West, 26.30 feet to a point;
North 45° 59' 01" East, 90.00 feet to a point;
South 44° 00' 59" East, 62.86 feet to the POINT OF BEGINNING,
containing 4,091 square feet or 0.094 acres, more or less.

Heelan Easement #5 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 17°36'20" West, 5,356.85 feet to a point;
thence South 86° 27' 43" East, 32.54 feet to a point;
thence South 26° 44' 41" West, 79.50 feet to a point;
thence South 28° 03' 51" West, 60.36 feet to a point;
thence South 29° 39' 04" West, 100.46 feet to a point;
thence South 31° 36' 40" West, 102.85 feet to a point;
thence South 32° 13' 49" West, 77.14 feet to a point;
thence South 32° 13' 49" West, 130.99 feet to a point;
thence South 43° 57' 39" East, 10.79 feet to a point;
thence South 36° 08' 16" West, 36.92 feet to a point;
thence South 41° 37' 50" West, 3.64 feet to a point;
thence North 43° 57' 39" West, 38.05 feet to a Computed Point, having North Carolina State Plane Coordinates of N: 698,747.86', E: 2,027,958.93', said point being the POINT OF BEGINNING, thence along and with the new easement the following sixteen (16) courses and distances:
South 41° 41' 29" West, 10.84 feet to a point;
South 44° 36' 40" West, 15.58 feet to a point;
South 47° 19' 23" West, 11.81 feet to a point;
South 50° 36' 56" West, 21.52 feet to a point;
South 54° 36' 33" West, 19.01 feet to a point;
South 58° 08' 46" West, 16.76 feet to a point;
South 61° 34' 38" West, 17.95 feet to a point;
South 65° 09' 22" West, 18.27 feet to a point;
South 68° 58' 34" West, 20.35 feet to a point;
South 73° 33' 54" West, 25.61 feet to a point;
South 1° 58' 28" East, 9.06 feet to a point;
Along and with a curve to the right, having a radius of 1,274.68 feet, an arc length of 142.78 feet, and a chord bearing and distance of North 84°42'36" West, 142.70 feet to a point;
North 53° 33' 55" East, 37.46 feet to a point;
North 69° 04' 11" East, 234.53 feet to a point;
South 88° 57' 39" East, 24.11 feet to a point;
South 43° 57' 39" East, 25.34 feet to the POINT OF BEGINNING, containing 15,118 square feet or 0.347 acres, more or less.

Heelan Easement #6 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 15°55'58" West, 4,431.25 feet to a point;
 South 86° 27' 43" East, 32.55 feet to a point;
 South 26° 31' 39" West, 122.21 feet to a point;
 South 27° 50' 58" West, 60.35 feet to a point;
 South 29° 10' 58" West, 80.40 feet to a point;
 South 30° 53' 49" West, 100.39 feet to a point;
 South 32° 11' 16" West, 89.63 feet to a point;
 South 32° 13' 49" West, 88.25 feet to a point;
 South 34° 47' 21" West, 77.20 feet to a point;
 South 1° 02' 21" West, 137.02 feet to a point;
 South 1° 02' 21" West, 90.79 feet to a point;
 South 46° 02' 21" West, 16.15 feet to a point;
 North 44° 01' 48" West, 61.56 feet to a point;
 North 1° 02' 21" East, 5.79 feet to a Computed Point, having North Carolina State Plane Coordinates of N: 698,524.31', E: 2,028,022.33', said point being the POINT OF BEGINNING,
 thence along and with the new easement the following nine (9) courses and distances: North 43° 47' 45" West, 31.91 feet to a point;
 North 43° 33' 42" West, 38.65 feet to a point;
 North 40° 30' 15" West, 33.59 feet to a point;
 North 31° 05' 29" West, 2.25 feet to a point;
 North 6° 05' 55" East, 38.06 feet to a point;
 North 49° 15' 26" East, 34.88 feet to a point;
 North 41° 37' 50" East, 42.77 feet to a point;
 South 43° 57' 39" East, 22.50 feet to a point;
 South 1° 02' 21" West, 154.91 to the POINT OF BEGINNING,
 containing 7,782 square feet or 0.179 acres, more or less.

Heelan Easement #7 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of
 N: 703,507.217' E: 2,029,609.580'; thence South 15°55'58" West, 4,431.25 feet to a point;
 South 86° 27' 43" East, 32.55 feet to a point;
 South 26° 31' 39" West, 122.21 feet to a point;
 South 27° 50' 58" West, 60.35 feet to a point;
 South 29° 10' 58" West, 80.40 feet to a point;
 South 30° 53' 49" West, 100.39 feet to a point;
 South 32° 11' 16" West, 89.63 feet to a point;
 South 32° 13' 49" West, 88.25 feet to a point;
 South 34° 47' 21" West, 77.20 feet to a point;
 South 1° 02' 21" West, 137.02 feet to a Computed Point, having North Carolina State Plane Coordinates of N: 698,576.26', E: 2,028,078.28', said point being the POINT OF BEGINNING,
 thence along and with the new easement the following six (6) courses and distances: South 44° 26' 52" East, 91.52 feet to a point;
 South 45° 33' 08" West, 81.63 feet to a point;
 North 42° 49' 21" West, 25.23 feet to a point;
 North 43° 57' 59" West, 2.78 feet to a point;
 North 46° 02' 21" East, 16.15 feet to a point;
 North 1° 02' 21" East, 90.79 feet to the POINT OF BEGINNING, containing 4,325 square feet or 0.099 acres, more or less.

Heelan Easement #8 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 21°36'25" West, 5,277.90 feet to a Computed Point, having North Carolina State Plane Coordinates of

N: 698,600.18', E: 2,027,666.06', said point being the POINT OF BEGINNING,

thence along and with the new easement the following thirteen (13) courses and distances:

Along and with a curve to the left, having a radius of 1,368.80 feet, an arc length of 167.11 feet, and a chord bearing and distance of South 85°18'04" East, 167.00 feet to a computed point;

North 76° 42' 35" East, 10.34 feet to a point;

South 61° 26' 06" East, 69.90 feet to a point;

South 43° 24' 59" East, 21.89 feet to a point;

South 43° 24' 59" East, 21.89 feet to a point;

South 43° 24' 59" East, 50.61 feet to a point;

South 44° 14' 54" East, 50.23 feet to a point;

South 43° 57' 59" East, 17.52 feet to a point;

South 46° 02' 21" West, 15.14 feet to a point;

North 43° 57' 39" West, 51.82 feet to a point;

North 66° 58' 55" West, 237.39 feet to a point;

North 82° 03' 50" West, 55.98 feet to a point;

North 37° 10' 47" West, 23.38 to the POINT OF BEGINNING,

containing 11,333 square feet or 0.260 acres, more or less.

Heelan Easement #9 (Temporary Construction Easement)

COMMENCING on Town of Holly Springs Geodetic Monument "H218", having North Carolina State Plane Coordinates of

N: 703,507.217' E: 2,029,609.580'; thence South 17°36'20" West, 5,356.85 feet to a Computed Point, having North Carolina State Plane Coordinates of

N: 698,401.25', E: 2,027,989.33', said point being the POINT OF BEGINNING,

thence along and with the new easement the following four (4) courses and distances: North 46° 02' 21" East, 16.00 feet to a point;

South 43° 57' 39" East, 199.49 feet to a point;

South 23° 27' 08" East, 38.78 feet to a point;

South 20° 11' 38" East, 5.99 feet to a point;

North 43° 57' 39" West, 241.30 feet to the POINT OF BEGINNING, containing 3,533 square feet or 0.081 acres, more or less.

SquareFoot: 46182

D. Statement of Authority:

The Town of Holly Springs hereby acquires the above-described estates in the land of the defendant(s) pursuant to N.C.G.S. 40A-3(b)(2) for establishing, extending, enlarging, or improving any of the public enterprises listed in NCGS 160A-311.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Approve Contracts with Piedmont Service Group and CMS Controls for Town HVAC systems

Strategic Priority Area: Organizational Excellence
Safe & Friendly

Staff Resource: Paige Scott, Director, Public Works

Action(s):

- Authorize the Town Manager to execute a contract in the amount of \$81,085 with Piedmont Service Group relating to the physical maintenance and repair of the Town's HVAC systems for one year through June 30, 2024.
- Authorize the Town Manager to execute a contract with CMS Controls in an amount of \$21,810 for off-site electronic monitoring of the Town's HVAC systems for one year through June 30, 2024.

Explanation:

- While the two contracts are with different legal entities, CMS Controls is a wholly-owned Subsidiary of Piedmont Service Group.
- Both contracts together have a total cost of \$102,895.00, which requires Town Council's approval.
- The physical maintenance and repair contract includes preventative maintenance on rooftop units, split systems, amur cooled chillers, computer room AC units, boilers, exhaustive fans, VAV (Variable Air Volume), Unit heaters, pumps, and Building Automation Systems at the following facilities where applicable: North Main Athletic Campus, Waste Water Treatment Plant, Law Enforcement Center, Hunt Center and Town Hall.
- The preventative maintenance and repair contract commenced on July 1, 2023 - June 30, 2024, for a fixed amount of \$81,085.
- The HVAC controls contract provides system coverage and semi-annual and annual preventative maintenance on the hardware, software, parts, and upgrades for systems at Law Enforcement Center, Hunt Center, and Town Hall. Phone and emergency support are also provided as part of the contract's scope of work.
- The controls contract is with CMS Controls, which is under the oversight of Piedmont Service Group.
- The controls contract with CMS controls commenced on July 1, 2023 - June 30, 2024, for an amount of \$21,810.
- Staff is currently working to develop a comprehensive combined scope of work and plans to advertise an RFQ or RFP based on guidance from procurement in early 2024.

Background:

- The town had previously contracted with Piedmont Service Group in the past, with renewals being processed annually.
- The town does not have the subject matter expertise in-house, therefore the work must be outsourced.
- Given the combined funding level of the current HVAC maintenance plan, staff recommends that a new contract be entered between the Town and the vendor.

Funding Source(s):

- Operating Budget - General Fund - Public Works

Attachment(s):

1. Contract for Professional Services - Piedmont Service Group - Maintenance Agmt
2. Contract for Professional Services - CMS Controls - Monitoring Agmt



CONTRACT FOR SERVICES (Informal Bid)

THIS AGREEMENT dated _____, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and Piedmont Service Group (herein after called the "Contractor".)

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

SERVICES OF CONTRACTOR

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

TOWN'S RESPONSIBILITIES

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.

PAYMENT

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

☐ A Lump Sum of \$ _____ payable upon completion of the services listed in **Exhibit A**

☐ Payment on basis of Time and/or Materials as described in **Exhibit A**

☒ Description of Alternative Payment Terms:

One year term, payable per quarter, commencing 10/1/2023.

Total payment: \$81,085, payable in installments of \$20,271.25 (exclusive of all tax)

TIME FOR RENDERING SERVICES

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

GENERAL CONSIDERATIONS

1. Standards of Performance.

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

2. Term and Termination.

- 2.1** The term for this contract is for 1 year, commencing July 1, 2023, through June 30, 2024.
- 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 even 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 10th Judicial District of North Carolina (Wake County).

4. Notices.

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

4.1.1 For the Town:

Joseph Conigliaro	(Name, Title)
Public Works	(Department)
101 Thomas Mill Road	(Address)
Holly Springs, NC 27540	
(919) 577-3171	(Phone)
Joseph.conigliaro@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Dwight Johnson	(Name)
Bus. Dev. & Customer Care	(Title)
1031 Nowell Road	(Address)
Raleigh, NC 27607	
(919) 645-5121	(Phone)
djohnson@piedmontsg.com	(e-mail)

5. Severability.

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

6. Waiver.

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

7. Attorney's Fees.

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

8. Insurance & Indemnification Requirement.

8.1 Contractor shall provide 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 this Agreement and/or the performance hereof. The Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

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.

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

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. Non-Discrimination.

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.

14. Assignment.

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

15. Right of Review and Audit.

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

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

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

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

CONTRACTOR:

BY: _____
Randy J. Harrington, Town Manager

Signature: _____

Name: _____

Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk

Title: _____

P.O. Number (if applicable) 2024-00000054

Approved by: Ben Turnmire _____ (initials)

Approved as to form:

John Schifano, Town Attorney

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

Tina Stroupe, Director of Finance

EXHIBIT A

Dwight Johnson
1031 Nowell Road
Raleigh, NC 27607

September 5, 2023

Town of Holly Springs- HVAC Contract
Attention: Joseph Conigliaro and who it may concern
128 South Main Street
Holly Springs, NC 27540

Dear Mr. Conigliaro,

Piedmont Service Group greatly appreciates the years of business with the Town of Holly Springs. We understand that every business unit and government organization must remain vigilant to control cost during this unprecedented era of uncertainty. We are eager to compete for the retention of business with the Town of Holly Springs.

The Town of Holly Springs has utilized the Full Service HVAC contract for several years now to mitigate risk, control cost and flat line the operational budget as much as possible. Please feel free to reach out with any questions or concerns as you review. Thanks for your business with Piedmont Service Group and we appreciate the opportunity to continue to compete for your business. Sincerely,

Dwight Johnson

Dwight Johnson

Business Development & Customer Care

Mobile 336-504-7964
Office 919-645-5121
djohnson@piedmontsg.com

Service Agreement

By and Between

Company:

Piedmont Service Group
1031 Nowell Road
Raleigh, NC 27607
(919) 851-5800

Client:

Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540

and

(Herein after referred to as "Company")

(Herein after referred to as "Client")

Piedmont Service Group will provide the enclosed service program at the following Location (s);

TOHS- North Main Athletic Complex
1121 N. Main Street
Holly Springs, NC 27540

TOHS- Waste Water Treatment Plant
150 Treatment Plant Rd.
Holly Springs, NC 27540

TOHS- Law Enforcement Center
750 Holly Springs Road
Holly Springs, NC 27540

TOHS- W.E. Hunt Community Center
301 Stinson Avenue
Holly Springs, NC 27540

TOHS- Town Hall
128 South Main Street
Holly Springs, NC 27540

Scope of Service and Coverage Options

Piedmont Service Group will perform the following PM maintenance service tasking the frequency stated below per equipment type.

Maintenance Service Tasking Provided in following pages

Roof Top Units- Two Comprehensive, Two Operational. Quarterly filter changes (Annual Coil Cleaning)

Split Systems- Two Comprehensive, Two Operational. Quarterly filter changes (Annual Coil Cleaning)

Air Cooled Chiller- One Comprehensive, Three Operational (Annual Coil cleaning)

Computer Room AC Unit- Two Comprehensive, Two Operational. Quarterly filter changes (Annual Coil Cleaning)

Boiler- One Comprehensive, Three Operational

Exhaust Fans- Two Comprehensive

VAVs- Annual Comprehensive and Operational visit

Unit Heater- Annual Comprehensive visit

Pumps- Two Comprehensive visits

Building Automation Systems- One Comprehensive, One Operational (*4 hours Remote Support Provided per applicable site*)

Belts will be changed annually on all belt driven equipment.

Full Service Definition: Includes all planned maintenance, corrective maintenance labor, emergency response service and the cost of labor and materials on repairs or replacement of maintainable parts and components (compressors, motors, pumps, fans, controls, etc.).

The Maintainability Clause

A Full-Service maintenance agreement, by definition, provides maintenance and repairs on the system, assuming the equipment under contract is in maintainable condition at the start of the agreement. The survey conducted in preparing the proposal was, for the most part, an inventory and sales assessment of the systems. It was not intended to confirm operating condition.

Operational condition will be determined during the initial service visit and/or during initial seasonal startups. If a system deficiency is discovered, the customer will be offered three options:

1. Repair or replace defective system at an additional cost,
2. Remove from Full Service coverage and adjust the annual agreement price
3. Terminate Agreement

Maintainable Parts & Materials refer to approximately 80% of a unit's components, to include repair or replacement of:

Components Included:

- | | |
|---------------|---------------------------------|
| • Compressors | • Contactors & Relays |
| • Pumps | • Interior Wiring |
| • Bearings | • Sensors, Controls & Actuators |
| • Fan motors | • Seals & Gaskets |
| • Motors | |

Non-Maintainable Parts:

Components Excluded:

- | | |
|--|--|
| • Duct Work | • Dampers |
| • Valve Bodies | • Heat Exchangers |
| • Piping and Coils | • Tube Bundles |
| • Control Air Lines | • Boiler Shell & Tubes |
| • Main Power Service and Electrical Wiring | • Electrical Heat Elements |
| • Grills & Diffusers | • Cabinets and other similar, non-moving parts |
| • Control Boards / Microprocessors | • Fan wheels |
| • Fan Blades/Shroud/Housing | |
| • Refrigerant/Refrigerant Leaks | |

Maintenance Service Tasking

Rooftop Unit

Operational Maintenance

1. Check and record refrigerant pressures and temperatures
2. Lubricate fan bearings
3. Inspect evaporator and condenser coils for obstruction and dirt
4. Check motors for excessive heat or vibration or any signs of oil
5. Check air filters, replace as required
6. Confirm proper condensate flow
7. Check belts and adjust as required
8. Check operation controls and safety controls
9. Verify proper system pressures and temperatures
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections
2. Clean condenser coil with condenser coil cleaner as required
3. Check and tighten all electrical connections
4. Clean condensate pan
5. Inspect fan and motor operation
6. Clean motor for dust and wipe out interior of blower cabinet
7. Tighten set screws on fan assembly locking collars
8. Inspect evaporator coils for debris, clean as required
9. Verify proper system pressure, temperatures and refrigerant charge
10. Observe overall condition of rooftop units and report any deficiencies that are discovered

Split System

Operational Maintenance

1. Check air filters, change as required
2. Inspect evaporator and condenser coils for obstruction and dirt
3. Confirm proper condensate flow
4. Lubricate fan bearings
5. Check belts and adjust as required
6. Check operation controls and safety controls
7. Check thermal expansion valve sensing bulb for proper security and insulation
8. Check electrical connections for any signs of wear or overheating
9. Verify proper system pressures and temperatures
10. Observe overall condition and report any deficiencies that are discovered

Comprehensive Maintenance

1. Perform all items listed in Operational inspections
2. Tighten set screws on fan assembly locking collars
3. Clean condensate pan
4. Clean condenser coil with condenser coil cleaner as required
5. Inspect evaporator coil and clean as required
6. Inspect fan and motor operation

7. Check compressor operation and amperage draw
8. Tighten all electrical connections
9. Check thermal expansion valve for proper superheat and subcooling
10. Observe overall condition and report any deficiencies that are discovered

Air-Cooled Chiller

Operational Maintenance

1. Check performance of compressor, condenser and evaporator
2. Check and adjust refrigerant controls
3. Check and adjust safety controls
4. Check equipment for any signs of leaks
5. Check and ensure proper refrigerant charge
6. Check compressor for proper oil levels
7. Check for excess noise or vibration
8. Check operation of automatic controls
9. Check condition of electrical controls and wiring
10. Check and record compressor starts and run-time hours
11. Check and record operating conditions
12. Observe overall condition and report any deficiencies that are discovered

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections
2. Clean condenser coils as per manufacturer specifications
3. Assure that the power supply to the chiller is secured at the main disconnect
4. Inspect and calibrate operating controls
5. Inspect all safety controls
6. Take oil sample for analysis (performed once during operating season)
7. Inspect starter, starter contacts and wiring
8. Torque all electrical contacts
9. Megohm chiller motor and oil pump per manufacturers specifications
10. Check operation of the oil sump heaters
11. Wipe down exterior of the chiller and remove any debris from the chiller area
12. Observe overall condition and report any deficiencies that are discovered

Computer Room AC Unit

Operational Maintenance

1. Check air filters, replace as required
2. Inspect evaporator and condenser coils for obstruction and dirt
3. Confirm proper condensate flow and the cleanliness of the condensate pans
4. Check bearings, grease as required
5. Check electrical connections for any signs of wear or overheating
6. Check fan impeller blades are free of debris
7. Check make-up water valve for any leaks (if applicable)
8. Check operation controls and safety controls
9. Inspect humidifier for proper operation
10. Verify proper system pressures and temperatures
11. Check and verify proper operation of CRAC unit
12. Observe overall condition and report any deficiencies that are discovered

Comprehensive Maintenance

1. Perform all items listed in Comprehensive scheduled maintenance
2. Check compressor section for any signs of oil leaks
3. Check vibration isolation in the compressor section
4. Check and verify proper water flow (if applicable)
5. Check for any leaks on refrigerant piping
6. Clean humidifier pan and check for proper operation
7. Inspect fan and motor operation
8. Check compressor operation and amperage draw
9. Check and tighten all electrical connections as needed
10. Clean evaporator coil as required
11. Check to make sure all insulation is intact, advise repairs as needed
12. Check for proper suction pressure, head pressure, superheat and subcooling
13. Check sequence of operations
14. Check and verify proper operation of CRAC unit
15. Observe overall condition and report any deficiencies that are discovered.

Boiler

Operational Maintenance

1. Inspect operation of system components as required
2. Inspect safety and operation controls as required
3. Lubricate all moving parts as needed
4. Inspect all linkages as required
5. Make a visual analysis of burner operation
6. Record and file all pressures and temperatures as well as general condition of equipment for future reference
7. Observe overall condition and report any deficiencies that are discovered

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspection
2. Inspect condition of the refractory and report all needed repairs for approval
3. Check baffle plates and assure good condition
4. Inspect boiler fireside surfaces to assure no leaks are present
5. Install all boiler casing, panels and properly secure
6. Perform combustion analysis
7. Place the burner back into service for a normal operation and performance
8. Check the gas train for leaks
9. When normal operating pressure has been attained, test the following safety devices to ensure proper operation: Low Water Cutoff
10. High Limit & Operating Controls
11. Modulating Controls
12. Tune up boiler and check flue gas for efficiency
13. Observe overall condition and report any deficiencies that are discovered

Exhaust Fan

Comprehensive Maintenance

1. Check fans for unusual noise and vibration
2. Examine belts for wear and alignment, change as required
3. Check condition of blower wheels
4. Inspect and lubricate bearings as needed

5. Check condition of electrical hardware and connections
6. Check motors starter and wiring for discoloration or indications of heat
7. Observe overall condition and report any deficiencies that are discovered

VAV

Operational Maintenance

1. Check and confirm proper operation of VAV box
2. Inspect and lubricate bearings and actuators, as needed
3. Check condition of electrical hardware and connections, tighten as necessary
4. Observe overall condition and report any deficiencies that are discovered

Comprehensive Maintenance

1. Perform all items listed in Operational inspections
2. Vacuum loose debris from the VAV box and reheat coil
3. Check all panels and confirm they are properly fastened
4. Clean and dust-off exterior of VAV box
5. Observe overall condition and report any deficiencies that are discovered

Unit Heater

Comprehensive Maintenance

1. Inspect & check fan, clean as required
2. Lubricate fan
3. Check bearing for excessive wear
4. Check belt & pulleys
5. Replace belts as necessary
6. Check thermostat operation
7. Adjust thermostat as required
8. Verify operation
9. Check integrity of heat exchanger
10. Check start & test operation
11. Inspect draft fan
12. Lubricate draft fan
13. Clean draft fan as necessary
14. Inspect motor for corrosion and wear
15. Check housing clearance
16. Check alignment, balance and security to shaft

Pumps

Comprehensive Maintenance

1. Check level and condition of oil through sight glass on the bearing frame.
2. Check for unusual noise, vibration and bearing temperatures.
3. Check pump and piping for leaks.
4. Inspect the discharge pressure.
5. Check the leaks from the mechanical seal.
6. Check oil drain plug.
7. Lubricate the bearings.
8. Check the coupling and its shims for any damage.
9. Make sure coupling guards well tightened to pump base plate.
10. Check that motor alignment bolts are all in place.

Building Automation System

Operational Maintenance

1. Perform maintenance procedures as appropriate to resolve situations and concerns.
2. Inspect time schedules and sequence of operations to verify operational control
3. Confirm proper sync time of all controllers with workstation if applicable.
4. Save system database, alarm log files and trends on external memory storage device.
5. Give final service report of system findings and potential items that need to be addressed.

Comprehensive Maintenance

1. Perform maintenance procedures as appropriate to resolve situations and concerns
2. Perform calibrations on temperature, humidity, air pressure and flow sensors
3. Verify proper network communication and verify network speed
4. Verify and calibrate control processes and points (stroke valves, dampers etc.) where available
5. Analyze mechanical cooling, free cooling and heating strategies on units where possible
6. Analyze and recommend optimal runtime and night setback strategies to ensure environmental control while reducing energy consumption.
7. Inspect time schedules and sequence of operations to verify operational control
8. Confirm proper sync time of all controllers with workstation if applicable
9. Verify all stages of heating and cooling come on when commanded and confirm status of all stages via rise and fall of temperature sensor reading
10. Verify all heating and cooling PID control process loops are tuned and operating to optimal standards.
11. Save system database, alarm log files and trends on external memory storage device.
12. Give final service report of system findings and potential items that need to be addressed.

Equipment Inventory

North Main Athletic Complex

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Condenser, Air-Cooled	Addison	RCC314D0004G		25	Ground / ACCU-1
1	Air Handling Unit	Addison	PRRF300C0K4A (with ERW)		25	AHU-1
1	Unitary Split System, No Heat	Mitsubishi	MXZ-4B36NA		3	Roof / Mini Split - Booths
4	Air Handling Unit	Mitsubishi			3/4 HP	Booths / Mini Split AHU's
1	Packaged A/C Unit, Gas Heat	Trane	YHC102F3RH		8.5	Kitchen Roof / RTU - 1
4	Unit Heater	Task Master	TE-25-27-29		3.3 KW	UH-1 Through UH-4
8	Unit Heater	Space Ray				Bathrooms / IH 1 through 8
4	Exhaust Fan	Twin City			1/2 HP	EF 1 and 2, EF 5 and 6
2	Exhaust Fan	Twin City			Fractional	EF 3 and 4
4	BARD Unit	Bard	W36A2-A00		1	Bard 1-4
1	Mini Split CU	Mitsubishi	MUY-GE12NA2		1	TING IT- CU
1	Mini Split EVAP	Mitsubishi	MSY-GE12NA		1	TING IT- EVAP

TOHS Waste Water Treatment Plant

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Packaged A/C Unit, Gas Heat	Trane	50KCOAQ06A2		5	RTU 1
1	Packaged A/C Unit, Gas Heat	Carrier	50TJQ006		5	RTU 2
1	Exhaust Fan	-----	N/A			Lab Fan
1	Exhaust Fan	-----	N/A			Lab Fan
1	Exhaust Fan	-----	N/A			Mushroom Fan
1	Exhaust Fan	-----	N/A			Side Mount w/Belt 12' off the Ground
1	Unit Heater	Modine	N/A			Gas
1	Packaged A/C Unit, Split System	Friedrich	MR24DY3F		2	Mini Split w/ 2 AHUS
1	Packaged A/C Unit, Split System	Trane	TTB024		2	Split
1	Packaged A/C Unit, Gas Heat	BARD	WA602-B09BP4		5	Package

TOHS Law Enforcement Center

Qty.	System/ Components 1	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Packaged A/C Unit, No Heat	Daikin	MPS030FY2DV1CMBV-A	FBOU150400345	30	RTU-1/1 st Floor Fan Powered Boxes
1	Packaged A/C Unit, No Heat	Daikin	MPS030FY2		30	RTU-2/2 nd Floor Fan Powered Boxes
1	Boiler, Gas, Hot Water	Raypak	H7-0400A		375060	B-1/1MECH-40
1	Boiler, Gas, Hot Water	Raypak	H7-0400A		375060	B-2/1MECH-42
1	Split System Condensing Unit	Liebert	PFH042A-YL7	Y15FG10193	2	CU-1
1	Split System Condensing Unit	Liebert	PFH042A-YL7	Y15FG10192	2	CU-2/Server Room 117
1	Air Handling Unit	Daikin	RK24NMVJU	G000840	700	AC-1/Elevator Rm 202
1	Heat Pump, Split System	Trane	4TWA3060B3000AA	15124RB84F	5	HP-1/Comm. Rm 12
1	Air Handling Unit	Trane	4TEC3F60A		1750	IDU-1
1	Heat Pump, Split System	Trane	4TWA3060B3000AA	15124RHP4F	5	HP-2/Training-EOC Community Rm 156
1	Air Handling Unit	Trane	4TEC3F60A		1750	IDU-2
1	Condenser, Air-Cooled	Liebert	PFH042A	Y15FG10192	3.5	CRAC/CU-1
1	Computer Room A/C Unit	Liebert	BU-042E		3.5	CRAC-1
1	Condenser, Air-Cooled	Liebert	PFH042A		3.5	CRAC/CU-2
1	Computer Room A/C Unit	Liebert	BU-042E		3.5	CRAC-2/Server Rm 117
1	Unit Heater	Modine	NA		30000	UH-1
1	Unit Heater	Modine	NA		30000	UH-2
1	Unit Heater	Markel	E3313TSRP		5120	EWB-1
1	Unit Heater	Markel	E3313TSRP		5120	EWB-2
1	Unit Heater	Markel	E3313TSRP		5120	EWB-3
1	Unit Heater	Markel	E3313TSRP		5120	EWB-4

1	Unit Heater	Markel	E3313TSRP		5120	EWH-5
1	Unit Heater	Markel	E3313TSRP		5120	EWH-6
13	Fan Powered VAV Box	-----				1st Floor FPBs
16	Fan Powered VAV Box	-----				2nd Floor FPBs
1	Air Intake	Greenheck	GRSI-15	14098902		Evidence Bay Rm 134
1	Exhaust Fan	Greenheck	GB-091-4-X		.25	EF-1/Electrical Equip Rm 136
1	Exhaust Fan	Greenheck	GB-C31-4-X		.25	EF-2/K-9 Rm 137
1	Exhaust Fan	Greenheck	GB-161-3-X		.33	EF-3/Sally Port TM 132 & 133
1	Exhaust Fan	Greenheck	GB-081-4-X		.25	EF-4/Janitor Rm 154, Men's Rm 109 & 242B, Women's Rm 242A
1	Exhaust Fan	Greenheck	GB-081-4-X		.25	EF-5/ Janitor Rm 203, Men's Rm 114 & 104, Women's Rm 113 & 107
1	Exhaust Fan	Greenheck	CWB-099-4-X		.25	EF-6/Arms Mant. Rm 121A, Armory Rm 121B, Valuables Rm 125, Guns RM 126
1	Exhaust Fan	Greenheck	CWB-161-3-X	14098901	.33	EF-7/Men's Locker Rm 220

W.E Hunt Community Center- Equipment Inventory

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Air Handling Unit	York	XTI-084X114-JJQM046A	CFWMXT 0308		AHU - 1
1	Air Handling Unit	York	XTO-051X063-JJKJ046A	CFWMXT 0315		AHU - 2
1	Air Handling Unit	York	XTO-066X066XKALA046A	CFWMXT 0216		AHU - 3
1	Air Handling Unit	York	XTO-030X048-BAGA046A	CFWMXT 0217		AHU - 4
1	Air Handling Unit	York	XTO-027X027-BAIA046A	CFWMXT 0218		AHU - 5

1	Boiler, Electric, Hot Water	Raypack	H8-0992B	10043084 51	990,000 INPUT	B-1
1	Boiler, Electric, Hot Water	Raypack	H8-0992B	10043084 50	990,000 INPUT	B-2
1	Unitary Split System, No Heat	Mitsubishi	CU-A09WA			Elevator Ductless Split
1	Condensing Unit	Mitsubishi	MU-A09WA	0000068T		
1	Chiller, Scroll	York	YLAA0115SE46XCASDTXH TXBLXCXX42SX1XXXDAX XXXXXXXXXXNJ1XXX	2DWM00 6226		CH - 1
1	Chiller, Scroll	York	YLAA0115SE46XCASDTXH TXBLXCXX42SX1XXXDAX XXXXXXXXXXNJ1XXX	2DWM00 6227		CH - 2
2	Pump, Base-Mounted Centrifugal	BELL AND GOSSETT			5 HP	CHWP - 1 & 2
1	Pump, Base-Mounted Centrifugal	BELL AND GOSSETT			2 HP	HHWP - 1 & 2
1	Exhaust Fan	Greenheck			2 HP	Toilets / Locker Room
4	Unit Heater	Trane	Hot Water / Boiler Loop			UH 1 - 4
1	Miscellaneous, Other	Johnson	Variable Frequency Drive			AHU - 1
16	VAV Box	-----				Plenum
1	Exhaust Fan	Cook	180 ACE 18069B-33	413SD10915- 00/0000701	2 HP	EF-1
1	Exhaust Fan	Cook	100 ACEM 100015	413SD10915- 00/0002101	.125 HP	EF-2
1	Exhaust Fan	Cook	100 ACEH 100C15DH	413SD10915- 00/0003301	.125 HP	EF-3
1	Exhaust Fan	Cook	90 ACEH 90C15DH	413SD10915- 00/0004601	.125 HP	EF-4
1	Exhaust Fan	Cook	100 ACEH 10C10DH	413SD10915- 00/0005701	.040 HP	EF-5
1	Unit Heater	Vulcan				
1	Motor	Baldor	M3218T	36B101T181 H1	5 HP	1
1	Motor	Baldor	M3218T	36B101T181 H1	5 HP	2
1	Motor	Baldor	M3211T	35L411R620 H1	3 HP	B-2

1	Motor	Baldor	M3211T	35L411R620 H1	3 HP	B-1
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TOHS Town Hall - Equipment Inventory

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Split System Condensing Unit	Trane	TTA24044DAB00EA	19442276TA	20	CU 1
1	Split System Condensing Unit	Trane	TTA240B400EA	2395P1WAD	20	CU 2
1	Split System Condensing Unit	Trane	TTA24044DAB00EA	19441364TA	20	CU 3
1	Split System Condensing Unit	Trane	TTA240B400EA	2401UFKAD	20	CU 4
1	Air Handling Unit	Trane	TWE24044BAA00A00	19251365WA	20	AHU-3
1	Air Handling Unit	Trane	TWE24044BAA02A00	15481135WA	20	AHU-1
1	Air Handling Unit	Trane	TWE240B400CA	2395J7L6H	20	AHU-4
1	Air Handling Unit	Trane	TWE240B400CA	2401J886H	20	AHU-3
1	Mini Split	LG	LSN363HLV		3	
1	Mini Split	LG	LSU363HLV	712KAXV05M42	3	
1	Packaged A/C Unit, Split System	Sanyo	C3672R		3	Mini Split
10	VAV Box	-----	N/A			

Pricing Per Facility & Scope

Facility	Full Service
North Main Athletic Campus- T3171	\$11,395.00
Waste Water Treatment Plant- T3151-03	\$4,415.00
Law Enforcement Center- T3077	\$26,100.00
W.E Hunt Community Center- T3146	\$29,750.00
Town Hall- T3151-01	\$9,425.00

The term of this Agreement will commence on July 1, 2023 and shall continue through June 30, 2024. This Agreement is payable per quarter, following the service visit from 7/1/2023 through 6/30/2024. First quarterly bill issued 10/1/23. This agreement price does not include applicable state and local sales and use tax.

Terms and Conditions

1. Client shall permit Company free and timely access to areas and equipment and allow Company to start and stop the equipment as necessary to perform the required services. All planned work performed under this Agreement will be performed during Company's normal working hours.
2. The Agreement Price is conditioned upon the system(s) covered being in maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Client's approval. Should Client not authorize the repairs, Company may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
3. In case of failure to perform its obligation under this Agreement, Company's liability is limited to repair or replacement, at its option, and such repair or replacement shall be Client's sole remedy.
4. Following the initial term, at the beginning of each new term the Agreement price is subject to adjustment to reflect industry increases in labor, materials or other costs.
5. Client shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Client will promptly pay invoices upon receipt. Should a payment become thirty (30) days or more delinquent, Company may stop all work under the Agreement without notice and/or cancel this Agreement and the entire Agreement amount shall become due and payable immediately upon demand. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company for all court cost and attorneys' fees incurred by Company.
7. In addition to the Term/Automatic Renewal provision of this Agreement, this Agreement may be terminated by either party upon material breach by the other party of its obligations hereunder upon thirty (30) calendar day's prior written notice to the breaching party and the failure of the breaching party to cure the breach within such thirty (30) day period. Notwithstanding any termination, Client shall remain liable to Company for any amounts for service provided by Company and not then paid.
8. Company reserves the right to subcontract all or portions of the Agreement.
9. Excluded for this Agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable such as but not limited to ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grillage and tower fill. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.
10. Service (labor and/or material) provided under this Agreement involving services not included within the scope of this Agreement will become an extra charge and invoiced separately from the sum stated in this Agreement.
11. Company expressly disclaims any and all responsibility and liability for the indoor air quality of the Client's facility.
12. If a trouble call is made at Client's request and inspection indicates a condition which is not covered under this Agreement, Company may charge Client at the rate the in effect for services.
13. Client shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazardous Communication Standard Regulations.
14. Company will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. This Agreement does not include responsibility for operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of government, regulator or insurance agencies or other causes beyond the control of the Company unless specifically stated otherwise herein.
15. Client shall permit only Company's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Company's personnel perform such work, Company may, at its option, cancel Agreement, eliminate the involved item of equipment from inclusion on this Agreement or charge Client for any related service work.
16. Both parties shall seek to avoid litigation. If however Company must commence legal action, for whatever cause, Client shall pay all court costs and attorney's fees should Company prevail. Any legal action relating to this Agreement, or breach thereof, shall be commenced within one (1) year from the date of the work.
17. Company shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment, or materials, delay of carriers, strikes, including those by Company's employee's, lockouts, civil or military authority, priority regulations, insurrection or not, action of elements, forces of nature, or during a period of Client being on credit hold or by an cause beyond its control.
18. Company's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or any other toxic or hazardous wastes or materials, or any fungus(es), or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spores; or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Client of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
19. To the fullest extent permitted by law, Client shall indemnify and hold harmless Company, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damages, loss or expense is cause in whole or in part by an active or passive act of omission of Client, or anyone for whose acts Client may be liable, regardless of whether it is cause in part by the negligence of the Company.
20. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Company be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Client's tenants or client's, or any special, indirect or consequential damages.
21. Definition: COVERED EQUIPMENT shall mean the equipment for which services are to be performed under this Agreement. Covered equipment is defined by applicable equipment inventory included herein.
22. The Client acknowledges that Company's employees are a valuable asset to Company. The Client agrees to pay Company an amount equal to twelve (12) months of salary for each Company employee who worked at Client's facility and was subsequently hired by Client at any time during this agreement or for one hundred twenty (120) days thereafter.

Non Appropriation Clause

No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the town within the meaning of the constitution of the State of North Carolina. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated by the town for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to monies, nor shall any provision of the agreement operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the town council. To the extent of any conflict between this section and any other provision of this agreement, this section shall take priority.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

9/25/2023

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).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Greenwich Insurance Company

22322

INSURER B : XL Insurance America, Inc.

24554

INSURER C : Allied World National Assurance Company

10690

INSURER D :

INSURER E :

INSURER F :

INSURED
1304803 PIEDMONT SERVICE GROUP, LLC
1031 NOWELL ROAD
RALEIGH NC 27607

COVERAGES

CERTIFICATE NUMBER: 19919005

REVISION NUMBER: XXXXXXXX

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.

DECLINATIONS 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	☒	COMMERCIAL GENERAL LIABILITY	N	N	RGD300147504	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 2,000,000			
	☐	CLAIMS-MADE						☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	☐							MED EXP (Any one person)	\$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000			
	☐	POLICY						☒	PRO-JECT	☐	LOC	GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000				
								\$				
A	☒	AUTOMOBILE LIABILITY	N	N	RAD943796404	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000			
	☒	ANY AUTO						☐	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$ XXXXXXXX	
	☐	OWNED AUTOS ONLY						☐	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$ XXXXXXXX	
	☐	HIRED AUTOS ONLY						☐		PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
	☐							☐			\$ XXXXXXXX	
C	☒	UMBRELLA LIAB	☒	OCCUR	N	N	0313-7473	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 5,000,000	
	☐	EXCESS LIAB	☐	CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	☐	DED	☒	RETENTION \$						\$ 0	\$ XXXXXXXX	
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N	RWD300147604 STOP GAP: ND, OH, WA, WY	4/1/2023	4/1/2024	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							☒			E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
											E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DESCRIPTION OF OPERATIONS below												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

19919005
TOWN OF HOLLY SPRINGS
P.O. BOX 8
HOLLY SPRINGS NC 27540

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT C

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

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

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

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

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

a. YES _____

b. NO _____

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

Dated: _____

Signature of Affiant: _____

Print or Type Name: _____



CONTRACT FOR SERVICES (Informal Bid)

THIS AGREEMENT dated _____, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and CMS Controls (herein after called the "Contractor")

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

SERVICES OF CONTRACTOR

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

TOWN'S RESPONSIBILITIES

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.

PAYMENT

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

☐ A Lump Sum of \$ _____ payable upon completion of the services listed in **Exhibit A**

☐ Payment on basis of Time and/or Materials as described in **Exhibit A**

☒ Description of Alternative Payment Terms:

One year term totaling \$21,810, payable in quarterly installments of \$5,542.50.

TIME FOR RENDERING SERVICES

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

GENERAL CONSIDERATIONS

1. Standards of Performance.

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

2. Term and Termination.

- 2.1** The term for this contract is for one year, commencing on July 1, 2023.
- 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 even 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 10th Judicial District of North Carolina (Wake County).

4. Notices.

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

4.1.1 For the Town:

Jeff Wilson, CIO	(Name, Title)
Information Technology	(Department)
128 S. Main Street	(Address)
Holly Springs, NC 27540	
(919) 567-4013	(Phone)
Jeff.wilson@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Dwight Johnson	(Name)
Bus. Dev. & Customer Care	(Title)
1031 Nowell Road	(Address)
Raleigh, NC 27607	
(919) 645-5121	(Phone)
djohnson@piedmontsg.com	(e-mail)

5. Severability.

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

6. Waiver.

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

7. Attorney's Fees.

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

8. Insurance & Indemnification Requirement.

8.1 Contractor shall provide 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 this Agreement and/or the performance hereof. The Contractor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

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.

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

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. Non-Discrimination.

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.

14. Assignment.

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

15. Right of Review and Audit.

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

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

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

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

CONTRACTOR:

BY: _____
Randy J. Harrington, Town Manager

Signature: _____

Name: _____

Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk

Title: _____

P.O. Number (if applicable) 2024-00000055

Approved by: Ben Turnmire _____ (initials)

Approved as to form:

John Schifano, Town Attorney

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

Tina Stroupe, Director of Finance

EXHIBIT A



To: Joseph Conigliaro
Town of Holly Springs

From: Dwight Johnson

Phone: 984-304-2254

Email: joseph.conigliaro@hollyspringsnc.gov

Phone: 336-504-7964

Email: djohnson@piedmontsg.com

Service Type: FULL SERVICE

Location(s): LAW ENFORCEMENT CENTER, WE HUNT COMMUNITY CENTER, TOWN HALL

CMS Controls will provide maintenance services on the control systems at municipal facilities in The Town of Holly Springs in accordance with the following coverage and the Standard Terms and Conditions of Sale, which are a part of this agreement and noted below.

System Coverage

Included	Excluded		Frequency
X		Hardware Inspections	Annually
X		Software Inspections	Semi-annually
X		Software Back-up	Annually

Coverage Type

Included	Excluded		Frequency
X		Parts Coverage – PC Workstations/File Servers	
X		Parts Coverage – DDC Controllers	
X		Parts Coverage – Interface Devices	
X		Parts Coverage –Electric/Electronic Controls	
X		Telephone/Modem Support	
X*		Firmware/Software Upgrades (*if no charge to CMS Controls)	Annually
X		Emergency Service (Section 1)	
X		Full Labor	
X		Special Services - See Below	

Services Provided

Planned Preventive Maintenance

Each preventive maintenance call will be custom prepared to meet special customer requirements and manufacturers guidelines. In General, maintenance intervals will be scheduled at the frequency noted above, but exact schedules will be determined by seasons, manufacturer guidelines, and equipment operating hours. During each inspection, operational and efficiency test will be performed to detect early signs of equipment failure. After each service call, the PM checklist, complete with component analysis, will be evaluated.

Parts Coverage

Under this agreement, we will repair or replace defective parts or complete components with new parts or reconditioned components. It is understood that this undertaking by us applies only to the systems and equipment covered in this agreement and specifically included on the attached schedules.

Telephone Support

Under this agreement, off site telephone support will be provided at any time for the purpose of making minor program changes to compensate for unexpected occurrences and events. This service is not intended for client training nor is it intended for the purpose of making system changes that may fall in the area of normal building operation.

Emergency Services

Section I (Full Labor Coverage)

With the inclusion of this coverage, all labor charges, including overtime and mileage fees, for repairs to covered equipment and emergency service for failures of covered equipment, will be provided at no extra charge with reasonable promptness during and after normal business hours. CMS Controls phone lines are answered 24 hours per day for emergency service. Response time for emergency service is four (4) hours.

Full Labor Coverage

With the inclusion of this coverage, all labor charges, including overtime and mileage fees, for system repairs which may be required to keep the systems in operating condition will be provided at no additional charge and will be provided with reasonable promptness during normal business hours.

Special Services

<u>2</u> Time(s) Annually PM of controls included in the attached Schedule A, control devices tested and Inspected for proper operation and calibration.
Remote log in to evaluate system, address any items found in system and notify customer of problems
Unlimited Hours of remote connection or phone support
Review operator software and discuss operational concerns with facility management staff
Minor adjustments to graphics where needed to make control and operation of system easier to operate and control
Perform or schedule maintenance procedures as appropriate to resolve situations and concerns
Perform calibrations on temperature, humidity, air pressure and flow sensors
Verify proper network communication and verify network speed
Perform online/offline test routine to determine power and communication restart
Verify and calibrate control processes and points (stroke all valves, dampers, etc.) where available
Analyze mechanical cooling, free cooling and heating system strategies on units where possible
Analyze and recommend optimal runtime and night setback strategies to ensure environmental control while reducing energy consumption and inspect time schedules and sequence of operations to verify operational control
Confirm proper time sync of all controllers with workstation if applicable
Check controllers for proper DC power levels, appropriate transmit/receive activity and check for possible errors
Verify all stages of heating and cooling come on when commanded and confirm status of all stages via rise and fall of temp sensor reading
Verify all heating and cooling PID control process loops are tuned and operating to optimal standards & conditions
Save system data base, alarm log files and trends on external memory storage device.
Give final service report of system findings and potential items that need to be addressed.

Clarifications:

- 1) Test and inspect on existing fire alarm or security not included
- 2) Repair or replacement of non-maintainable parts of the system such as but not limited to wiring, conduit, raceways pneumatic piping, structural supports, etc. is not included under this agreement.
- 3) Repair of pre-existing conditions that are required to place the equipment into proper operating condition upon acceptance of this agreement is not included in this proposal. A separate quote will be provided after the initial inspection for any associated pre-existing repairs that need to occur.
- 4) Emergency calls, labor, travel and repair necessitated by improper operation or tampering of equipment or related equipment controls, other than by CMS Controls personnel is not included in this proposal.
- 5) Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to the equipment is not the responsibility of CMS Controls.
- 6) Handling, removal, or disposal of any materials classified as hazardous materials by any government or industry regulations is not the responsibility of CMS Controls.
- 7) Repairs or damages resulting from occurrences beyond CMS Controls control including, but not limited to, acts of nature, freeze damage, vandalism, facility electrical problems, Strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts, or materials when required is not covered under this proposal.

Standard Terms and Conditions of Sale

Customer agrees to the following items under the scope of this agreement:

- 1) The customer will provide reasonable access to all equipment covered under this agreement during normal business hours 8am – 4pm unless otherwise noted. This includes freedom to start and stop all primary equipment to perform scheduled services. Arrangements will be made with the owner's representative prior to starting and stopping any equipment.
- 2) In the event that the system(s) is altered, modified, changed, or moved, this agreement is immediately terminable at the option of CMS Controls
- 3) Warranties for equipment purchased from, but not installed by CMS Controls are limited to those warranties offered by the manufacturer.
- 4) CMS Controls responsibility for injury to persons or property that may be caused by, or arise through, the maintenance, service, or use of the system(s) shall be limited to injury or damage caused directly by our negligence in performing our obligations under this agreement, and in no event shall we be liable for speculative, indirect, or consequential damages.
- 5) In the event it shall become necessary to retain legal counsel to enforce any of its rights hereunder, the customer agrees that he shall be responsible for payment of all reasonable attorney's fees, expenses and cost incurred therewith.
- 6) Service Agreement period payments are due on the first day of the covered period. Any invoice that is not a Service Agreement pay period payment, with a date due shown, shall be due 15 days from invoice date. Interest charges due on overdue invoices shall accrue from the due date at the rate of 1% per month.
- 7) This proposal does not include applicable state and local sales and use taxes

Labor Rates*

Support Type	Contract Rate	Overtime Rate
Off-site field technical support	\$140.00	\$160.00
On-site field technical support	\$140.00	\$160.00
Software support & programming	\$145.00	\$170.00
Telephone/Modem support	\$140.00	\$160.00

*Labor Rates listed above are for Year 1 of contract only. CMS Controls publishes rate schedules yearly and work performed in subsequent contract years will be invoiced per the yearly published rate schedule.

Agreement Terms

This agreement shall commence on the date listed below, and shall continue for a period of one (1) Year(s) and continue from year to year thereafter until terminated. Either party may terminate this agreement on the next anniversary date, by giving a written notice (30) thirty days prior to the anniversary date.

This agreement price may be adjusted annually based upon prevailing cost of labor and materials.

The customer agrees that they shall not directly or indirectly employ any executive, administrative, sales, technical, or any other employee of CMS Controls during the term of this agreement or for a period of one year after the termination of this agreement.

This Service Agreement constitutes the entire and integrated agreement between both parties and supersedes all other documents and agreements, either written or oral, and takes precedence and control over any inconsistent or conflicting provisions in any purchase order issued. Acceptance of service shall constitute agreement to the terms of this Service Agreement. This Agreement may be amended only by written instrument, which is executed by both parties.

This Agreement shall commence on: July 1, 2023

The annual price for the services detailed herein is \$21,810.00 (Price per facility below) payable quarterly and due after service, billed in equal sums of \$5,542.50 plus applicable local and transit sales and use taxes.

W.E Hunt Community Center Controls- NT3343	\$6,305
Town Hall Controls- NT3344	\$6,305
Law Enforcement Center Controls - NT3343	\$9,200

Firm See foregoing Signature Page

Accepted By _____

Title _____

Date _____

By: _____

CMS Controls

Schedule A

Equipment Covered

TOHS Law Enforcement Center

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Packaged A/C Unit, No Heat	Daikin	MPS030FY2DV1CMBV-A	FBOU150400345	30	RTU-1/1 st Floor Fan Powered Boxes
1	Packaged A/C Unit, No Heat	Daikin	MPS030FY2		30	RTU-2/2 nd Floor Fan Powered Boxes
1	Boiler, Gas, Hot Water	Raypak	H7-0400A		375060	B-1/1MECH-40
1	Boiler, Gas, Hot Water	Raypak	H7-0400A		375060	B-2/1MECH-42
1	Split System Condensing Unit	Liebert	PFH042A-YL7	Y15FG10193	2	CU-1
1	Split System Condensing Unit	Liebert	PFH042A-YL7	Y15FG10192	2	CU-2/Server Room 117
1	Air Handling Unit	Daikin	RK24NMVJU	G000840	700	AC-1/Elevator Rm 202
1	Heat Pump, Split System	Trane	4TWA3060B3000AA	15124RB84F	5	HP-1/Comm. Rm 12
1	Air Handling Unit	Trane	4TEC3F60A		1750	IDU-1
1	Heat Pump, Split System	Trane	4TWA3060B3000AA	15124RHP4F	5	HP-2/Training-EOC Community Rm 156
1	Air Handling Unit	Trane	4TEC3F60A		1750	IDU-2
1	Condenser, Air- Cooled	Liebert	PFH042A	Y15FG10192	3.5	CRAC/CU-1
1	Computer Room A/C Unit	Liebert	BU-042E		3.5	CRAC-1
1	Condenser, Air- Cooled	Liebert	PFH042A		3.5	CRAC/CU-2
1	Computer Room A/C Unit	Liebert	BU-042E		3.5	CRAC-2/Server Rm 117
1	Unit Heater	Modine	NA		30000	UH-1
1	Unit Heater	Modine	NA		30000	UH-2
1	Unit Heater	Markel	E3313TSRP		5120	EWB-1
1	Unit Heater	Markel	E3313TSRP		5120	EWB-2
1	Unit Heater	Markel	E3313TSRP		5120	EWB-3
1	Unit Heater	Markel	E3313TSRP		5120	EWB-4
1	Unit Heater	Markel	E3313TSRP		5120	EWB-5
1	Unit Heater	Markel	E3313TSRP		5120	EWB-6

13	Fan Powered VAV Box	-----				1st Floor FPBs
16	Fan Powered VAV Box	-----				2nd Floor FPBs
1	Air Intake	Greenheck	GRSI-15	14098902		Evidence Bay Rm 134
1	Exhaust Fan	Greenheck	GB-091-4-X		.25	EF-1/Electrical Equip Rm 136
1	Exhaust Fan	Greenheck	GB-C31-4-X		.25	EF-2/K-9 Rm 137
1	Exhaust Fan	Greenheck	GB-161-3-X		.33	EF-3/Sally Port TM 132 & 133
1	Exhaust Fan	Greenheck	GB-081-4-X		.25	EF-4/Janitor Rm 154, Men's Rm 109 & 242B, Women's Rm 242A
1	Exhaust Fan	Greenheck	GB-081-4-X		.25	EF-5/ Janitor Rm 203, Men's Rm 114 & 104, Women's Rm 113 & 107
1	Exhaust Fan	Greenheck	CWB-099-4-X		.25	EF-6/Arms Mant. Rm 121A, Armory Rm 121B, Valuables Rm 125, Guns RM 126
1	Exhaust Fan	Greenheck	CWB-161-3-X	14098901	.33	EF-7/Men's Locker Rm 220

W.E Hunt Community Center- Equipment Inventory

Qty.	System/ Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Air Handling Unit	York	XTI-084X114-JJQM046A	CFWMX T0308		AHU - 1
1	Air Handling Unit	York	XTO-051X063-JJKJ046A	CFWMX T0315		AHU - 2
1	Air Handling Unit	York	XTO-066X066XKALA046A	CFWMX T0216		AHU - 3
1	Air Handling Unit	York	XTO-030X048-BAGA046A	CFWMX T0217		AHU - 4
1	Air Handling Unit	York	XTO-027X027-BAIA046A	CFWMX T0218		AHU - 5
1	Boiler, Electric, Hot Water	Raypack	H8-0992B	1004308451	990,000 INPUT	B-1
1	Boiler, Electric, Hot Water	Raypack	H8-0992B	1004308450	990,000 INPUT	B-2
1	Unitary Split System, No Heat	Mitsubishi	CU-A09WA			Elevator Ductless Split
1	Condensing Unit	Mitsubishi	MU-A09WA	0000068 T		
1	Chiller, Scroll	York	YLAA0115SE46XCASDTXH TXBLXCXX425X1XXXDAX XXXXXXXXXXNJ1XXX	2DWM0 06226		CH - 1

1	Chiller, Scroll	York	YLA0115SE46XCASDTXH TXBLXCXX425X1XXDXAX XXXXXXXXXXNJ1XXX	2DWM0 06227		CH - 2
2	Pump, Base-Mounted Centrifugal	BELL AND GOSSETT			5 HP	CHWP - 1 & 2
1	Pump, Base-Mounted Centrifugal	BELL AND GOSSETT			2 HP	HHWP - 1 & 2
1	Exhaust Fan	Greenheck			2 HP	Toilets / Locker Room
4	Unit Heater	Trane	Hot Water / Boiler Loop			UH 1 - 4
1	Miscellaneous, Other	Johnson	Variable Frequency Drive			AHU - 1
16	VAV Box	-----				Plenum
1	Exhaust Fan	Cook	180 ACE 18069B-33	413SD10915-00/0000701	2 HP	EF-1
1	Exhaust Fan	Cook	100 ACEM 100015	413SD10915-00/0002101	.125 HP	EF-2
1	Exhaust Fan	Cook	100 ACEH 100C15DH	413SD10915-00/0003301	.125 HP	EF-3
1	Exhaust Fan	Cook	90 ACEH 90C15DH	413SD10915-00/0004601	.125 HP	EF-4
1	Exhaust Fan	Cook	100 ACEH 10C10DH	413SD10915-00/0005701	.040 HP	EF-5
1	Unit Heater	Vulcan				
1	Motor	Baldor	M3218T	36B101T181 H1	5 HP	1
1	Motor	Baldor	M3218T	36B101T181 H1	5 HP	2
1	Motor	Baldor	M3211T	35L411R620 H1	3 HP	B-2
1	Motor	Baldor	M3211T	35L411R620 H1	3 HP	B-1

TOHS Town Hall - Equipment Inventory

Qty.	System/Components ¹	Manufacturer	Model Number	Serial Number	Rating (Ton/HP)	Name/Location
1	Split System Condensing Unit	Trane	TTA24044DAB00EA	19442276TA	20	CU 1
1	Split System Condensing Unit	Trane	TTA240B400EA	2395P1WAD	20	CU 2
1	Split System Condensing Unit	Trane	TTA24044DAB00EA	19441364TA	20	CU 3
1	Split System Condensing Unit	Trane	TTA240B400EA	2401UFGAD	20	CU 4

1	Air Handling Unit	Trane	TWE24044BAA00A00	19251365WA	20	AHU-3
1	Air Handling Unit	Trane	TWE24044BAA02A00	15481135WA	20	AHU-1
1	Air Handling Unit	Trane	TWE240B400CA	2395J7L6H	20	AHU-4
1	Air Handling Unit	Trane	TWE240B400CA	2401J886H	20	AHU-3
1	Mini Split	LG	LSN363HLV		3	
1	Mini Split	LG	LSU363HLV	712KAXV05M42	3	
1	Packaged A/C Unit, Split System	Sanyo	C3672R		3	Mini Split
10	VAV Box	-----	N/A			

Non Appropriation Clause

No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt. limitation. No provision of this agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the town within the meaning of the constitution of the State of North Carolina. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated by the town for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to monies, nor shall any provision of the agreement operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the town council. To the extent of any conflict between this section and any other provision of this agreement, this section shall take priority.

TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
2. Customer will promptly pay invoices within thirty (30) days of receipt or within special terms (if any) on "Attachment Page" (if any) to these Terms and Conditions. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
3. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement. THE AGREEMENT PRICE APPLIES ONLY TO THE SCOPE OF WORK OUTLINED WITHIN THE SERVICE PROPOSAL DOCUMENT. ANY ADDITIONAL WORK REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES NOT SPECIFICALLY DESCRIBED HEREIN IS EXCLUDED. IN THE EVENT THAT **CMS Controls** IS REQUIRED BY ANY GOVERNING AUTHORITY TO PERFORM WORK NOT INCLUDED IN THIS PROPOSAL, CUSTOMER AGREES TO PAY ALL ADDITIONAL COSTS ASSOCIATED WITH THE REQUIRED WORK.
5. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.
6. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. This time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
11. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. The Client acknowledges that Company's employees are a valuable asset to Company. The Client agrees to pay Company an amount equal to twelve (12) months of salary for each Company employee who worked at Client's facility and was subsequently hired by Client at any time during this agreement or for one hundred twenty (120) days thereafter.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____

Date: _____

Important: Agreement Prices good for 30 days only from proposal date unless time is extended in writing

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

9/25/2023

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).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Greenwich Insurance Company

22322

INSURER B : XL Insurance America, Inc.

24554

INSURER C : Allied World National Assurance Company

10690

INSURER D :

INSURER E :

INSURER F :

INSURED
1304803 PIEDMONT SERVICE GROUP, LLC
1031 NOWELL ROAD
RALEIGH NC 27607

COVERAGES

CERTIFICATE NUMBER: 19919005

REVISION NUMBER: XXXXXXXX

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	☒	COMMERCIAL GENERAL LIABILITY		N	N	RGD300147504	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000				
	☐	CLAIMS-MADE	☒						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
									MED EXP (Any one person) \$ 10,000				
									PERSONAL & ADV INJURY \$ 1,000,000				
									GENERAL AGGREGATE \$ 4,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000					
☐	POLICY	☒	PRO-JECT	☐	LOC								
		OTHER:											
A	☒	AUTOMOBILE LIABILITY		N	N	RAD943796404	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000				
	☐	OWNED AUTOS ONLY	☐						SCHEDULED AUTOS	BODILY INJURY (Per person) \$ XXXXXXXX			
	☐	HIRED AUTOS ONLY	☐						NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$ XXXXXXXX			
	☐										PROPERTY DAMAGE (Per accident) \$ XXXXXXXX		
	☐										\$ XXXXXXXX		
C	☒	UMBRELLA LIAB	☒	OCCUR	N	N	0313-7473	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 5,000,000		
	☐	EXCESS LIAB	☐	CLAIMS-MADE						AGGREGATE	\$ 5,000,000		
	☐	DED	☒	RETENTION \$						\$0	\$ XXXXXXXX		
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N	N/A	RWD300147604 STOP GAP: ND, OH, WA, WY	4/1/2023	4/1/2024	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										E.L. EACH ACCIDENT		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
											E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
DESCRIPTION OF OPERATIONS below													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19919005
TOWN OF HOLLY SPRINGS
P.O. BOX 8
HOLLY SPRINGS NC 27540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

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

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

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

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

a. YES _____

b. NO _____

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

Dated: _____

Signature of Affiant: _____

Print or Type Name: _____



Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 16.

Public Hearings

Title: Friendship Innovation Park Rezoning 22-REZ-17 - Legislative Public Hearing

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

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

Action(s):

- Conduct Legislative public hearing.
- Consider adoption of Rezoning Ordinance RZ23-07 to adopt the statement of compatibility and approve rezoning.

Explanation:

- The September 19th public hearing was opened and continued to October 17th at the applicant's request to allow time to modify materials in the application in response to feedback provided by the Planning Board as well as from the public and staff.
- The applicant has revised the Development & Design Manual and completed the Transportation Mitigation Agreement since the Planning Board Meeting. Changes include the following:
 - No changes were made to Area 1.
 - Addition of a requirement for at least 1 vertical mixed-use building in Area 2
 - A reduction of maximum height for mixed-use and standalone multifamily buildings in Area 2 from 100 feet to 75 feet
 - A requirement for non-residential square footage prior to certificate of completion of up to 425 residential units in Areas 2 and 3
 - Finalized the Transportation Mitigation Agreement (TMA). A summary of the agreed improvements includes:
 - CTP required thoroughfare widening along the property frontages of Friendship Road and Holly Springs New Hill Road.
 - Intersection improvements at the following intersections:
 - US 1 SB Ramps/ New Hill Holleman Road
 - US 1 NB Ramps/ New Hill Holleman Road
 - New Hill Holleman Road/ Friendship Road
 - Friendship Road/ Holly Springs New Hill Road
 - Friendship Road/ Woods Creek Road
 - Friendship Road/ Old US 1
 - Intersection signalization at New Hill Holleman Road and Friendship Road.
 - Monitoring for intersection signalization at the following intersections:
 - Friendship Road/ Holly Springs New Hill Road
 - Holly Springs New Hill Road/ Ancient Oaks Drive

- Friendship Road/ Site Driveways 9 & 10
 - Friendship Road/ Old US 1
- A fee-in-lieu for future intersection improvements at Friendship Road and Woods Creek Road.
- Dedicated turn lanes at site driveways.
- Dedication of right-of-way for future interchange at US 1 (once designed)
- The Town has received a request to rezone 349.05 ± acres located near the intersection of Friendship Road and Holly Springs New Hill Road from RR Rural Residential to BRT Business & Research Technology and from BRT Business & Research Technology, CB Community Business, and RR Rural Residential to IVMX-CD Innovation Village Mixed Use Conditional Zoning District (CD).
- The properties are located in the previously approved Friendship Innovation Park. The proposal will rezone the undeveloped parcels within the Park, including two parcels (149.16 acres) being added through a concurrent Major Subdivision Plan Amendment (21-MAS-04-A02).
- The CD allows the applicant the option to request flexibility or deviations from the development standards in exchange for a higher 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 areas to be rezoned to IVMX-CD or BRT. Only one parcel will be rezoned to BRT. It is adjacent to other BRT zoned parcels, which are the approved Amgen Development Plan site and proposed Friendship Industrial Development Plan site. These two sites are not being rezoned. The proposed IVMX-CD zoning has three development areas. Area 1 is a centrally located employment hub for manufacturing and research. Area 2 adjacent to Hwy 1 will be a mixed-use area with restaurants, retail, hotels, and apartments. Area 3 will be a transitional area with smaller scale apartments, mixed-use buildings, and employment uses.
- The BRT parcel will be developed in accordance with UDO standards. The applicant has proposed to modify and propose additional standards in the IVMX-CD areas. Modified standards are related to increasing building heights for some uses, allowing apartments in standalone buildings, modifying allowable parking locations, and allowing larger buildings for logistics and distribution uses. Additional standards include providing architectural elements at primary building entry points, connecting active open spaces with a network of sidewalks and pathways, and encouraging the use of native plant species to blend with their natural surroundings.
- This development is proposing to tie to the public potable water and reclaimed water currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development.
- This development is proposing to tie to the public sanitary sewer network currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. Additional pump stations are expected to be needed to serve the portion of the project located east of Friendship Road.
- The town adopted a Water Resource Management Policy that went into effect July 1, 2023. This application was submitted prior to July 1st and therefore is not subject to the policy at this time.
- Per the Town's UDO and CTP, the development is required to design and construct

roadway improvements along all property frontages to meet ½ of the ultimate cross section. In this case, there are parcels on both sides of Friendship Road, so there are portions of Friendship Road that will be widened on both sides, completing the ultimate build of the roadway. There are also small portions of thoroughfare widening required across the property frontage along both Woods Creek Rd and Holly Springs New Hill Rd.

- The Town's CTP identifies two new roadways to be constructed in this area that directly impact this development. The first is located on the northern end of the development that ultimately connects to US 1 and the second roadway is located towards the center of the development that will ultimately create a "fourth leg" at the intersection of Friendship Rd and Holly Springs New Hill Rd.
- A TIA Revision was completed with this Rezoning Revision as required by the NCDOT and the Town. Per the Transportation Mitigation Agreement, the TIA recommended traffic mitigation improvements will be designed and constructed by the developer.
- A Development Agreement was approved by Town Council with the original Rezoning and Major Subdivision plan for Friendship Innovation Park. No revisions have been proposed at this time.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on August 22, 2023:

- Liked that a variety of housing will be provided in close proximity to employment uses. This gives workers the option of walking or biking to work.
- Requested that the applicant consider including a grocery store and gas station to serve this area of town.
- Appreciated the setbacks that were being provided in the different areas of the project based on adjacent existing uses.

Planning Board Recommendation:

The Planning Board recommended approval (6-1) [2 absent]

- Mr. Bess voted against the motion for the proposal not being consistent with the Innovation Village Future Land Use Plan designation, providing too much flexibility, for being too large and not walkable with residential units only proposed in subareas 2 and 3, and for not having standards to ensure an integration of uses/building types, space for smaller businesses/maker/artists, gradual transition to adjacent existing development, or other elements of an Innovation Village.

Background:

- The Friendship Innovation Park Master Plan was approved on September 7, 2021 for industrial development. An amendment to add two parcels and revisions to meet the proposed rezoning is concurrently being requested (21-MAS-04-A01).
- The majority of the site was rezoned from R-30 Residential to RT Research & Technology and CB Community Business on October 19, 2021. The RT zoning was reassigned to BRT Business & Research Technology on March 1, 2022 with the adoption of the 2022 UDO.
- A Development Plan (21-DP-08) was approved for the Amgen site on November 30, 2021. Another Development Plan (22-DP-10) is currently under separate review for Friendship Industrial.
- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over

Planning Board Meeting
October 17, 2023

the next 12-24 months, there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.

- Applicable Ordinance: 2022 UDO
- Process: Legislative, Rezoning

Funding Source(s):

N/A

Attachment(s):

1. 22REZ17_FriendshipInnovationPark - PBStaffReport
2. 22REZ17_FriendshipInnovationPark_Petition
3. 22REZ17_FriendshipRezoning Plans
4. 22REZ17_FriendshipInnovationPark_Narrative
5. 22REZ17_Friendship_DevDesignManual-100623
6. 22REZ17_Friendship_TransportationMitigationAgreement
7. 22REZ17_Friendship_Rezoning Ordinance



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR ZONE MAP CHANGE Friendship Innovation Park 22-REZ-17/22-CPA-02

PETITIONER(S):

Timmons Group
Brandon McLamb
5410 Trinity Rd., Suite 102
Raleigh, NC 27607

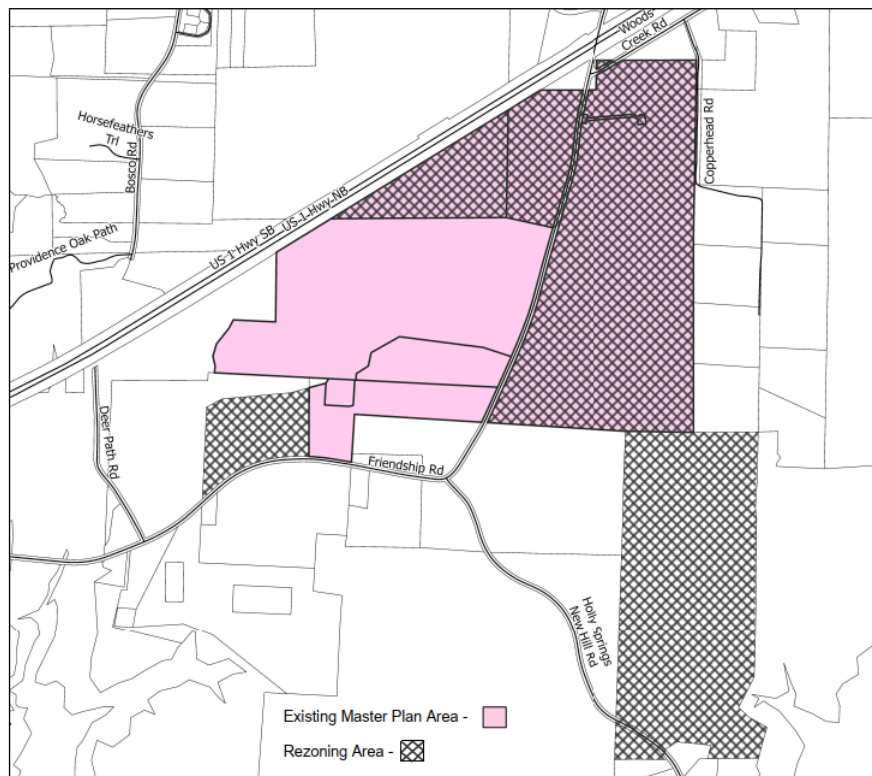
DEVELOPER(S):

Trustwell Property Group
Jon Keener
3717 National Dr., Suite 209
Raleigh, NC 27612

OWNER(S):

Helix Ventures, LLC
3717 National Dr., Suite 209
Raleigh, NC 27612

Friendship Road Landco, LLC
CMP Management LLC
400 N Ashley Dr., Suite 1100
Tampa, FL 33602

LOCATION:

[X] Within Corporate Limits of Holly Springs [X] Within Holly Springs ETJ [X] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: August 22, 2023

Public Hearing and Town Council Action: September 19, 2023

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

ATTACHMENTS: Petition for Zone Map Change; Conditional Zoning District Plan set; Conditional Zoning District Design Goal Narrative; Statement of Zoning Compatibility

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Helix Ventures, LLC	0720719912	BRT Business & Research Technology	26.95 acres
	0639076303	RR Rural Residential	127.88 acres
Friendship Road Landco, LLC	0720904944 (portion of)	BRT Business & Research Technology, CB Community Business	172.94 acres
	0629597133	RR Rural Residential	21.28 acres
TOTAL			349.05± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RR Rural Residential BRT Business & Research Technology CB Community Business	Residential / Vacant
North	RR Rural Residential	Residential
South	RR Rural Residential R-80 (Wake County Jurisdiction)	Residential / Vacant
East	RR Rural Residential BRT CU Business & Research Technology Conditional Use R-80 (Wake County Jurisdiction)	Residential / Vacant
West	RR Rural Residential R-80 (Wake County Jurisdiction)	Residential / Substation / Vacant

PROPERTY HISTORY

Rezoning History

Rezoning Number: 21-REZ-03
 PINs: 0629617801, 0720518760 & 0720731175
 Original Zoning: R-30 Residential
 Proposed Zoning: RT Research & Technology
 (Reassigned to BRT Business & Research Technology March 1, 2022), and CB Community Business
 Approved by Town Council on: Oct. 19, 2021

Development Plan History

Development Plan Number: 21-DP-08
 PIN: 0720702658
 Amgen
 Approved by Town Council on: Nov.30, 2021

Development Plan Number: 22-DP-10
 PINs: 0629797990 & 0720904944 (portion of)
 Friendship Industrial
 Approved by Town Council on: TBD (Under Review)

Master Plan History

Master Plan Number: 21-MAS-04
 PINs: 0720700500, 0629990816, 0629617801 (portion of), 0720518760 (portion of) & 0720731175 (portion of)
 Master Plan for Industrial Development (Friendship Innovation Park)
 Approved by Town Council on: September 7, 2021

Master Plan Number: 21-MAS-04-A01
 Amendment to Master Plan to add two parcels
 PINs: 0629597133 & 0639076303
 Under Review Concurrent with this Rezoning

ZONE MAP CHANGE REQUEST

	CURRENT	PROPOSED
Zoning Districts	RR Rural Residential BRT Business & Research Technology CB Community Business	IVMX CD Innovation District Mixed Use Conditional Zoning District & BRT Business & Research Technology
Future Land-Use Designations	Business & Industrial Innovation Village	Business & Industrial Innovation Village*
*Two of the parcels west of Friendship Road are requested to be rezoned to IVMX-CD; therefore, approval of this rezoning would also be considered an amendment to the Comprehensive Plan's Future Land Use Map (22-CPA-02) to change the land use designation in proposed IVMX-CD Area 2 from Business & Industrial to Innovation Village.		

DEVELOPMENT AGREEMENT

A Development Agreement was approved by Town Council with the original Rezoning and Major Subdivision plan for Friendship Innovation Park. No revisions have been proposed at this time.

STAFF ANALYSIS

PROJECT OVERVIEW

Zone Map Change Request:

The Friendship Innovation Park (Park) was rezoned and established in 2021 utilizing the zoning districts in the 2002 Unified Development Ordinance (UDO). The UDO and zoning districts were updated in March 2022 to implement the updated Future Land Use Plan which designated the Park parcels as Business & Industrial or Innovation Village. The applicant is adding two parcels to the Park and rezoning these parcels, along with the other undeveloped parcels within the Park, with the intent to develop a mixed use, employment center. Two of the sites within the Park on the west side of Friendship Road have projects previously approved or currently in review for industrial/R& D development (Amgen and Friendship Industrial). These sites are not included in the rezoning request.

The Town has received a request to rezone 349.05+ acres located off of Friendship Rd. and Holly Springs New Hill Rd. from RR Rural Residential, CB Community Business, and BRT Business & Research Technology to IVMX-CD Innovation Village Mixed Use Conditional Zoning District (CD) and BRT Business & Research Technology. A The proposed IVMX – CD zoning has three development areas, which is reflected on the proposed concept plan.

IVMX – CD Area 1 is centrally located within the Park. It is proposed to be a hub for employment uses including distribution, research and development, office, manufacturing, and support businesses. This area will also include many park amenities, such as open areas, trails, gathering centers, amphitheater, and outdoor recreation.

IVMX – CD Area 2 is adjacent to Hwy 1 near a future interchange. This area is envisioned to be a mixed use commercial and multifamily amenity for the employment center and surrounding community. Typical uses will consist of restaurants, retail, hotels, and apartments.

IVMX-CD Area 3 is a transitional area and a buffer between the employment center and surrounding residential areas. Uses will consist of smaller scale standalone or mixed-use apartment buildings, smaller scale employment uses, integrated or single-story retail, and restaurants.

Future Land Use Designations:

As previously noted, the Park has two Future Land Use designations, Innovation Village and Business & Industrial. Parcels west of Friendship Road are designated as Business & Industrial. The parcels east of Friendship Road are designated Innovation Village. Two of the parcels west of Friendship Road are being rezoned to IVMX-CD; therefore, approval of this rezoning would also be considered an amendment to the Comprehensive Plan's Future Land Use Map (22-CPA-02) to change the land use designation in proposed IVMX-CD Area 2 from Business & Industrial to Innovation Village.

The Innovation Village District was established to create unique economic development opportunities in a progressive employment hub. It is the next generation of business parks for entrepreneurs, artists, and manufacturers. Development in the Innovation Village emphasizes technology, creativity, and innovation. The Innovation Village has residential and supporting retail and service businesses integrated throughout the employment center. Streets should be walkable and interconnected. The Village should include a network of open spaces connected by a pedestrian and bike system.

The Business & Industrial district provides opportunities for concentrated employment clusters on large blocks with surface parking. Businesses are typically office or industrial with buffering and screening to minimize off-site impacts. Buildings may be up to 6 stories with exceptions for special manufacturing uses.

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 Conditional District allows the applicant the option of requesting this flexibility in exchange for higher quality, innovative, and sustainable development.

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.

Areas rezoned BRT will meet all UDO standards. The proposed IVMX Conditional Zoning District (CD) proposes the following modifications to the base district standards of the Unified Development Ordinance (UDO).

Development Standards (UDO Section 2):

Development Density	UDO Standard	Proposed Standard
Area 2 (mixed-use area)		
Maximum Gross Density (Units/Acre)	15 units/acre permitted Unlimited with CD	600 units ¹ (approximately 12 units/acre)
Area 3 (small scale area)		
Maximum Gross Density (Units/Acre)	15 units/acre permitted Unlimited with CD	600 units ¹ (approximately 16.68 units/acre)
Total Maximum Density (Areas 1, 2, and 3)	15 units/acre permitted Unlimited with CD	1200 units ¹ (approximately 3.67 units/acre)
Note 1 – A total of 1,200 units is permitted in the IVMX-CD area. Units may be transferred between Pods 2 and 3.		

Building Height	UDO Standard	Proposed Standard
Area 1 (employment center)		
Maximum Building Height	All structures 45 ft 100 ft w/ CD	Agriculture, Manufacturing, Distribution, Office, Mixed Use: 100 ft Standalone Hotel: 100 ft Standalone Retail: 45 ft
Area 2 (mixed-use area)		
Maximum Building Height	All structures 45 ft 100 ft w/ CD	Agriculture, Manufacturing, Distribution, Office, Apartment Buildings, Mixed Use: 100 ft Standalone Hotel: 100 ft Standalone Retail: 45 ft
Minimum Building Height	None	Standalone Retail: 20 ft
Area 3 (small scale area)		
Maximum Building Height	All structures 45 ft 100 ft w/ CD	Agriculture, Manufacturing, Distribution, Office, Mixed Use: 75 ft Standalone Apartment Building/Hotel: 75 ft Standalone Retail: 45 ft
Minimum Building Height	None	Standalone Retail: 20 ft

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Area 1 (employment center)		
Distribution & Logistics	Maximum Building Area of 100,000 sq. ft.	No Maximum Building Area
Area 2 (mixed-use area) & Area 3 (small scale area)		
Apartment Dwelling	Apartments permitted as upper story dwellings only by right. Alternate locations and configurations permitted by CD.	Buildings can be standalone or on lower and upper floors of mixed-use buildings.

Parking (UDO Section 6):

Vehicle Parking Locations	UDO Standard	Proposed Standard
	Front Yard Restricted Permitted	Unrestricted Permitted in Area 1

Additional Standards:

- a. Park entries along Friendship Road and main entrances to each individual campus will be denoted by monument signage created of similar high quality and permanent base materials (including but not limited to masonry, metal, stone) on which the title of the park or insignia of the occupant will be displayed. Trademarked colors, fonts, and designs of the occupant's insignia or company branding will be encouraged to promote some diversity and visual interest and also improve wayfinding and direction within the park.
- b. Wherever commercially possible, native species already present on the Park land will be used along the ROWs as well as in setbacks and buffers throughout the Park.
- c. Subsequent Development Plans within the Park will be encouraged to use native species to create a uniform look and promote the natural surroundings of Holly Springs.
- d. At the main pedestrian entry to the primary building of each development within the Park, architectural elements will be added or varied to create a sense of place and visual wayfinding from the visitor or main parking areas to direct pedestrian traffic in a visually attractive way. This can be accomplished by a variety of means including but not limited to; a canopy or similar architectural element above the entry, variation of materials including masonry and glass, sidewalk and landscaping or other ground elements that create an inviting entry.
- e. All buildings will have masonry or similar materials and meeting regulations per UDO section 8.2.G(4) (including glass, etc.) along frontages that directly face major thoroughfares.
- f. All signs to be in accordance with the Holly Springs Unified Development Ordinance.
- g. Architectural materials and colors for the Mixed-Use (Area 2) and Transition Areas (Area 3) shall be of consistent and compatible materials and colors shall meet the minimum requirements for architectural site design in the Holly Springs Unified Development Ordinance.
- h. Black Shoe Box LEDs, or Gardco Form 10 round LEDs (black anodized finish) will be used for lighting. Lighting details shall be provided in a lighting plan per UDO Section 8.4.E(17).
- i. The minimum UDO Architectural and Site Design requirements shall be met in all areas.
- j. As permitted by future tenants and land use constraints, the active open spaces will be connected through a network of pathways, sidewalks, and sidepaths that will integrate with the Greenway Plan for the larger region where appropriate. The minimum open space within each subarea will exceed the minimum required by the UDO of 1% of the total project site.

PLANNING AND ZONING

Vision Holly Springs Section 1: Land Use & Character Plan

Growth Strategy Map:

The properties are designated as Places to Enhance (Business and Technology) and Places to Transform (Innovation Village). Places to Enhance 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.

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

Future Land Use:

Innovation Village

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

A grid network of walkable streets connects destinations within the employment center and the surrounding neighborhoods. Connected open space throughout the village accommodates recreation facilities, small parks, greenways, and gathering places; preserves tree stands; and helps reduce stormwater runoff.

Key characteristics include:

- Blocks are relatively small and walkable. Large blocks should provide cross-block pedestrian passages or walkways to maximize multi-modal connectivity.
- Paved surface lots and parking structures with shared parking agreements and on-street parking.
- Lot width and depth is variable, as appropriate for the desired uses, but no lot should be so large as to compromise the walkable, mixed-use nature of the Village.
- Development should be sensitive to existing natural resources including large tree stands and drainage-ways.
- There should be a series of connected public open spaces throughout a walkable, activated environment. These centers may include formal and informal open spaces such as greens, squares, plazas, pocket parks and community gardens.
- Innovative light-impact development techniques should be utilized for landscaping and stormwater control. This Character Area provides opportunities for utilizing progressive ideas and technologies when it comes to landscape and stormwater.
- The scale and massing of buildings should be varied throughout the Village, in order to provide visual interest and avoid the homogeneous appearance of a conventional office park. Most buildings should be 3-4 stories, though slightly taller buildings may be appropriate in the core, and shorter buildings along the edges.
- Buildings should incorporate innovative design techniques and materials.
- Grid street patterns with high connectivity.
- Sidewalks and bike facilities provide links to adjacent residential areas and a variety of commuting options.
- Streets should be furnished with seating areas, bike racks, and other facilities for pedestrians and cyclists.

Business & Industrial

Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Key characteristics include:

- Blocks are large, and may not have a discernible block structure due to the scale and access requirements of the tenants.
- Parking is provided off-street in surface parking lots or parking decks at the rear of the lot, and should otherwise be screened from view from the street.
- Though these areas are not typically designed as walkable, activated centers, they may include formal open spaces such as squares or plazas for the use of employees.
- Low-impact landscape design techniques and sustainable stormwater practices should be incorporated.
- Lot size and building placement varies depending on building scale and use, though buildings should face the street where possible.
- Building types are primarily office and industrial.

PARKS & RECREATION

The Town's CTP does not specify any Greenway or Sidepath improvements required within the area of this proposal. The proposal is located within a Park Search Area, but the Town's UDO does not require land dedication for non-residential project such as this, and no land dedication is being proposed.

CIVIL IMPROVEMENTS

Water Service:

This development is proposing to tie to the public potable water and reclaimed water currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. The proposed potable and reclaimed watermain will extend along each property frontage to serve the development and may ultimately need to extend northeast along Woods Creek Road to tie into water facilities being proposed by another project.

Sewer Service:

This development is proposing to tie to the public sanitary sewer network currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. The Design-Build project also includes a sanitary sewer pump station (Friendship Pump Station) on the western side of the development site. There is expected to be additional pump stations needed to serve the portion of the project located east of Friendship Road. The eastern pump stations are dependent on the Friendship Pump Station as they will likely discharge via forcemain to that facility. One of these eastern pump stations is definitive, while the second two may or may not be necessary. Additional utility design and evaluation will be required with this project as it progresses through the development process and more information is available related to the off-site utility design.

A sewer study revision, including downstream sewer evaluation and pump station capacity analysis was completed with this rezoning revision. The study concluded that the Friendship Pump Station can successfully handle the additional area added to this development, knowing that the secondary capacity will eventually be triggered as the area builds out. The sewer study revision also included a preliminary analysis of a second definitive pump station on the western side of Friendship Rd. The forcemain extension from this pump station is expected to be substantial, however, additional analysis and design will be required as development plans for this area move forward.

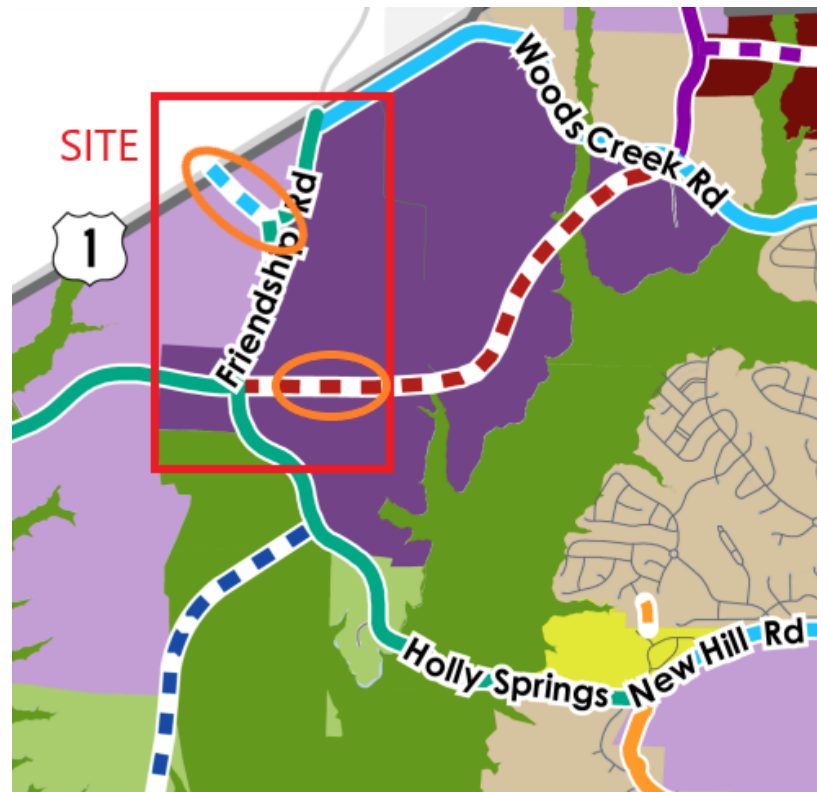
The town adopted a Water Resource Management Policy that went into effect July 1, 2023. This application was submitted prior to July 1st and therefore is not subject to the policy at this time.

Transportation:

Per the Town's Unified Development Ordinance (UDO) and Comprehensive Transportation Plan (CTP), the development is required to design and construct roadway improvements along all property frontages to meet ½ of the ultimate cross section. In this case, there are parcels on both sides of Friendship Road,

so there are portions of Friendship Road will be widened on both sides, completing the ultimate build of the roadway. There are also small portions of thoroughfare widening required across the property frontage along both Woods Creek Rd and Holly Springs New Hill Rd.

The Town's CTP identifies two new roadways to be constructed in this area that directly impact this development. The first is located on the northern end of the development that ultimately connects to US 1 and the second roadway is located towards the center of the development that will ultimately create a "fourth leg" at the intersection of Friendship Rd and Holly Springs New Hill Rd.



A Traffic Impact Analysis (TIA) Revision was completed with this Rezoning Revision as required by the NCDOT and the Town. Town Staff and NCDOT are still in negotiations with the developer regarding the required mitigation improvements associated with this development. The final list of mitigation requirements will be memorialized in the Transportation Mitigation Agreement (TMA) prior to the scheduled Town Council Meeting.

ZONING MAP CHANGE ANALYSIS

The petition as a whole is generally consistent with the Future Land Use Map, with the exception of Area 2 which is currently designated as Business & Industrial. IVMX-CD zoning is proposed for two Business & Industrial designated parcels in the NW corner of the site near the future interchange with US 1 (IVMX-CD Area 2). While Business & Industrial would support office, light manufacturing, and research and development uses, it was not intended to support areas for retail, mixed-use buildings or residential. This mixture-of land uses was instead intended to be implemented in areas designated as Innovation Village.

The requested IVMX-CD zoning for Area 2 is more consistent with the Innovation Village designation than the Business & Industrial designation. As proposed, Area 2 allows some of the same office, light manufacturing, and research and development uses (similar to those uses allowed within the Business & Industrial areas) but in a more walkable, integrated setting with a mix of other support uses like restaurants, retail, and housing.

In review of this rezoning request, the Town can consider whether adopting the IVMX-CD zoning for Area 2 is reasonable and in the public interest. Staff finds that the requested change to the Future Land Use Map is reasonable since the future interchange at US 1 offers an opportunity to further realize the goals of establishing new Innovation Villages - mixed-use villages that include employment uses surrounded by one or more neighborhoods and nearby retail businesses to support future employees. This provides the Town an opportunity to enhance the offerings of our economic development areas and distinguish the Town as top choice for new employers seeking nearby amenities for their employees. By adopting the requested IVMX-CD for Area 2, the Future Land Use Map would be automatically amended from Business & Industrial to Innovation Village.

In addition, staff review of the application has determined the following consistencies and inconsistencies with the Comprehensive Plan:

Comprehensive Plan Consistency (IVMX – CD):

- The application helps achieve the goal for a variety of uses within the same development to create a mixed-use village with large and small-scale employment/industrial uses, retail, restaurants, hotel, and apartments. This is partially accomplished by the CD modification to allow up to 1200 apartment dwelling units and as such future development will provide housing options for Friendship Innovation Park employees and services and retail for those living and working within the Park and in nearby areas.
- The large-scale employment uses will be mostly centralized within Area 1 surrounded by support businesses, small-scale employment uses, and housing in Areas 2 and 3. This is partially accomplished by the CD modification to allow larger building for Distribution & Logistics uses.
- Building heights are 3-4 stories, though slightly taller buildings may be appropriate. The applicant has requested additional height through the CD standards for certain building types.
- An interconnected street design is proposed with stubs shown to adjacent properties and a connection to a future Hwy 1 interchange.
- A pedestrian system that includes sidewalks, sidepath, and trails connecting a series of informal and formal gathering spaces and recreation areas.
- Preservation of existing natural features such as ponds and streams that will be incorporated into the site design.

Comprehensive Plan Consistency (Business & Industrial):

- Provides opportunities to create an employment cluster and support large and small-scale industrial and office buildings that meet UDO standards.
- Proposes to improve the street network to serve the future uses.

Comprehensive Plan Inconsistency:

- Due to the flexible nature of the proposed CD Master Plan, staff is not able to determine if the integration of uses, a variety in building types/style/massing, or space for artists, makers, or small businesses, as was envisioned for an Innovation Village, will be obtained with the full build out of the project. The flexible approach provides the applicant flexibility for future development, changing market conditions, and recruiting a wide variety of employers.

The Planning Board and Town Council should determine whether the applicant has sufficiently balanced the requested zoning modifications with other proposed elements, such as accommodation of large-scale employment uses and improvements to offsite roadways and intersections, that provide a public benefit or lead to creative or unique design as is required for Conditional Zoning District.

RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. The Conditional Zoning District is intended to achieve innovative, higher quality, and sustainable neighborhoods. The proposed standards for development and design guidelines are mostly per the base standards of the UDO or not specific. Do the Development and Design Manual guidelines sufficiently ensure a unique or innovative design related to:
 - a. Integration of uses
 - b. Variety of building type/style/massing
 - c. Space for small businesses, artists, and makers

PLANNING BOARD RECOMMENDATION TO THE TOWN COUNCIL

ACTION #1:

Plan Consistency Statement:

The requested zone map change from RR Rural Residential to BRT Business & Research Technology for PIN 0629597133 is consistent with Vision Holly Springs Comprehensive Plan because the Future Land Use Plan Map designates this property as Business & Industrial and the request BRT zoning would support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings.

The requested zone map change from RR Rural Residential, CB Community Business, and BRT Business & Research Technology to IVMX-CD Innovation Village Mixed Use Conditional Zoning District is consistent with Vision Holly Springs Comprehensive Plan because the Future Land Use Plan Map designates these properties as Innovation Village. The proposed Conditional Zoning District (CD) would create a mixed-use village with centrally concentrated employment uses surrounded by support services/businesses, housing and gathering spaces. Destinations within and adjacent to the site will be connected by streets, greenways, and bike/ped facilities. Although the requested IVMX-CD for Area 2 is inconsistent with the Future Land Use Map designation of Business & Industrial, the proposed zoning district will allow smaller scale manufacturing, office, distribution uses, retail, and housing in areas best suited for such uses within the Friendship Innovation Park and is reasonable and in the public interest.

Action #2:

Zone Map Change Petition Motion:

Motion that the Planning Board recommend the Town Council approve / deny Zone Map Change Petition #22-REZ-17 to change the zoning of 372.05 acres of Wake County PINs #0720719912, portion of 0720904944, 0639076303 from RR: Rural Residential and BRT Business & Research Technology to IVMX-CD Innovation Village Mixed Use Conditional District and BRT Business & Research Technology as submitted by Timmons Group.

TOWN OF HOLLY SPRINGS

**REZONING, COMPREHENSIVE PLAN/
UDO AMENDMENT PETITION**

DPM Appendix #A.02

Supplement 18

March 2022

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/2170/Development-Services**Petition Type** (check one- each request must be on separate petitions)☒ Zoning Map Change: ☒ General Use District **or** ☒ Conditional Zoning District☒ Comprehensive Plan Amendment (check all that apply)☐ Text Amendment ☒ Future Land Use Map Amendment☐ Area/Corridor Plan Map Amendment / Name: _____☐ UDO Amendment (UDO Section: _____)

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project InformationProject Name: Friendship Innovation ParkProject Location: 4101 Friendship Rd, Apex, NC 27539*Use street address. If none, use the closest intersection*☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☒ Pending Annexation

PIN: 0639076303, 0629597133,

Real Estate ID: 0489794, 0489792,

0720719912, 0720904923

349.08 Partial Parcel: ☒ No ☐ Yes

Project Acreage: (Rounded to nearest tenth)

Sketch Plan Review (Pre-Submittal) Meeting Date: 10-20-2022**If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) Meeting is required prior to submittal.****Petition Request**Current Zoning: RT/CB/RRProposed Zoning: BRT/IVMX-CDCurrent Future Land Use Designation: Business & Industrial / Innovation VillageProposed Future Land Use Designation: Business & Industrial / Innovation Village

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 Brandon McLamb Company Timmons GroupMailing Address 5410 Trinity Rd, Suite 102City Raleigh State NC Zip _____Telephone # (919) 866-4935 E-Mail brandon.mclamb@timmons.com 27607How 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 necessaryName Chris Brewer/Jon Keener Company Helix Ventures LLC, FRIENDSHIP ROAD LANDCO, LLCMailing Address 3717 National Dr, Suite 209City Raleigh State NC Zip 27612Telephone # (919) 371-6208 E-Mail cara@trustwellgroup.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**Owner's Authorization**

Owner's Signature(s)

Christopher W. Brewer

PIN/REID

0629597133, 0720904923

Date

11/4/2022

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DocuSigned by:

Jonathon Keener

0720719912, 0639076303

11/3/2022

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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: FRIENDSHIP INNOVATION PARK

Proposed Zoning District: BRT/IVMX - CD

Proposed Land Use/Density: COMMERCIAL MIXED USE

RESEARCH TECHNOLOGY CAMPUS

Future Land Use Plan Map Designation: INNOVATION VILLAGE

Future Land Use Plan Designation Land Use/Density: RESEARCH & TECHNOLOGY
COMMERCIAL MIXED USE (NO DENSITY LIMIT)

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 zoning consistency statement exhibit for response

Section 1: Future Land Use & Community Character

See attached zoning consistency statement exhibit for response

Section 2: Transportation / Comprehensive Transportation Plan

See attached zoning consistency statement exhibit for response

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

See attached zoning consistency statement exhibit for response

Section 4: Community Facilities

See attached zoning consistency statement exhibit for response

Section 5: Infrastructure and Utilities

See attached zoning consistency statement exhibit for response

Section 8: Natural Resources

See attached zoning consistency statement exhibit for response

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date

11-02-2022

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.

ADDITIONAL MEETING HELD 03-22-2023

☐ Neighborhood Meeting Date: 10-17-2022
Time: 5:30 - 6:30 PM
Location: HOLLY SPRINGS CULTURAL CENTER

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 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: 10-03-2022 AND 03-22-2023

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:

MEETING HELD; PARTICIPANTS WERE LIMITED TO THOSE ON
THE DEVELOPMENT AND DESIGN TEAM. NO ISSUES TO NOTE.

PARTICIPATION LISTED ON SIGN-IN SHEET - NO ISSUES WERE NOTED ON
2ND MEETING HELD ON 03-22-2023 - SUMMARY OF MEETING ATTACHED

Attach Additional Sheets as needed

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

N/A

Attach Additional Sheets as needed

Additional attachments required for the report:

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

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

10-17-2022

AND 03-22-2023

March 22, 2023

RE: SITE ZONING REQUEST MEETING SUMMARY

Site Zoning: Wake County Parcel Identification Numbers – [0629597133, 0639076303, 0720719912, 0720904923]

Phase 1A Development: Wake County Parcel Identification Numbers – [0629797990 & 0720904923]

A neighborhood meeting was held at the Holly Springs Cultural Center at 300 West Ballentine Street in Holly Springs, NC 27540 at 5:30 PM on March 22, 2023. The room location was “01 Board Room”.

The below information was relayed to the attendees of the meeting, which are listed in the Neighborhood Meeting Report:

The Town of Holly Springs to request a zoning change for a portion of 2 parcels totaling approximately **381.26** acres at 0 Friendship Road and 12532 Holly Springs New Hill Road. The properties being rezoned were relayed to the attendees as follows:

- 21.28 acre parcel - PIN # 0629597133
- 127.88 acre parcel - PIN # 0639076303
- 26.95 acre parcels - PIN # 0720719912
- 205.15 acre parcel – PIN # 0720904923

Maps, on 24” X 36” boards were presented to the attendees that outlined the vision of the project.

The maps included the delineation of the area being rezoned, the vision of the overall business park, and concept images of the park.

During the meeting, attendees spoke with the team listed on the sign-in sheet and discussed the following:

- Overall circulation and transportation vision of the project and impact to their properties
- Future Widening efforts along road frontages of the existing roadways
- Current water pressure challenges that exist on their homes as a result of their private wells, unrelated to this project
- Tree buffers associated with their adjacent properties and intent to keep existing trees and vegetation around the perimeter of the property and in low-lying stream/wetland locations that will also provide natural buffers from the development
- Developer and Design team shared contact information with attendees so that they could reach out if they wanted additional information.

Respectfully,



Brandon McLamb, PE
Timmons Group
Brandon.McLamb@timmons.com

Name	Address 1	Address 2	Address 3
MILLS, STEPHEN V MILLS, NANCY O	535 BUCKROE DR	SANFORD NC 27330-7285	
BELL, RONALD T	3812 COPPERHEAD RD	APEX NC 27539-8776	
DENTON, KEITH DENTON, SANDRA DENISE PATTON	4312 FRIENDSHIP RD	APEX NC 27539-8759	
RRPLT LLC	2004 BUCKINGHAM WAY	APEX NC 27502-9340	
TARRENCE, JAMES EDWARD JR	3832 COPPERHEAD RD	APEX NC 27539-8776	
DC GOODWIN FARM LTD PTNRP	226 WOODSIDE DR	HARRISBURG NC 28075-8442	
ANDREAS, MICHAEL T ANDREAS, LYNN B	7617 WOODS CREEK RD	APEX NC 27539-8741	
AMGEN INC	1 AMGEN CENTER DR	THOUSAND OAKS CA 91320-1730	
WAKE COUNTY	WAKE COUNTY ATTORNEY'S OFFICE	PO BOX 550	RALEIGH NC 27602-0550
MILLS, STEPHEN V MILLS, NANCY O	3504 SUNNY DR	MOREHEAD CITY NC 28557-3034	
UCW INC	PO BOX 866	APEX NC 27502-0866	
BLAND, THOMAS M. BLAND, BETH BUSHMAN	3724 FRIENDSHIP RD	APEX NC 27502-8721	
GOODWIN, SANDRA GAIL TRUSTEE GOODWIN, ALFRED KENT TRUSTEE	274 MAY FARM RD	PITTSBORO NC 27312-5738	
BEHNKE, DEBRA ANN	417 CULVERT ST	APEX NC 27502-1731	
BEHNKE, DEBRA ANN	4313 FRIENDSHIP RD	APEX NC 27539-8759	
RAYMER, DAVID F RAYMER, SHARON L	4617 FRIENDSHIP RD	APEX NC 27539-8763	
DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST	CHARLOTTE NC 28202-4200
FRIENDSHIP ROAD LANDCO LLC	CMP MANAGEMENT LLC	400 N ASHLEY DR STE 1100	TAMPA FL 33602-4324
HELIX VENTURES LLC	3717 NATIONAL DR STE 209	RALEIGH NC 27612-4877	
BAUCOM, CHARLES DANIEL	2440 HIGH RIDGE DR	RALEIGH NC 27606-8605	
PRINCE, BETTY D PRINCE, LUTHER M JR	3800 FRIENDSHIP RD	APEX NC 27539-8700	
GEORGE HEELAN IRREVOCABLE TRUST	10046 BISHOPS GATE BLVD	PINEVILLE NC 28134-6568	
STONE, RICHARD E STONE, JEANNE Z	3817 BOSCO RD	NEW HILL NC 27562-9741	

PROJECT: FRIENDSHIP INNOVATION PARK

MEETING: NEIGHBORHOOD MEETING

DATE: 17-OCT-2022

NAME (PLEASE PRINT)	COMPANY	ADDRESS	TELEPHONE	EMAIL
BRANDON MCLAMB, PE	TIMMONS GROUP	5410 TRINITY RD, SUITE 102 RALEIGH, NC 27607	919-866-4935	BRANDON.MCLAMB@TIMMONS.COM
JAY RAPP			919-337-2663	jay@helixventures.net
Chris Pitz	Trustwell		919-668-9524	Chris@trustwellgroup.com
Gary Zrawski	ARCO		919-836-6873	gzrawski@arco.com



5410 Trinity Road
Suite 102
Raleigh, NC 27607

P 919.866.4951
F 919.859.5663
www.timmons.com

March 7, 2023

RE: SITE ZONING REQUEST/PHASE 1A DEVELOPMENT PETITION

Site Zoning: Wake County Parcel Identification Numbers – [0629597133, 0639076303, 0720719912, 0720904923]

Phase 1A Development: Wake County Parcel Identification Numbers – [0629797990 & 0720904923]

Dear Property Owner,

We are writing to advise you that Timmons Group, Inc is preparing to submit to the Town of Holly Springs to request a zoning change for a portion of 2 parcels totaling approximately **381.26** acres at 0 Friendship Road and 12532 Holly Springs New Hill Road. The properties to be rezoned are as follows:

- 21.28 acre parcel - PIN # 0629597133
- 127.88 acre parcel - PIN # 0639076303
- 26.95 acre parcels - PIN # 0720719912
- 205.15 acre parcel – PIN # 0720904923

This rezoning application is requesting to change the property located at 0 Friendship Road totaling **21.28** acres from its current zoning of RR zoning district to BRT (Business and Research Technology) zoning district per Town of Holly Springs Unified Development Ordinance (TOHS UDO) Section 3.2. This rezoning request is to allow for commercial/office buildings and matches the zoning of the adjacent parcels to the east and north.

This rezoning application is also requesting to change the property located at 12532 Holly Springs New Hill Road totaling **127.88** acres from its current zoning of RR (Residential) zoning district to IVMX (Innovation Village Mixed-Use). This rezoning request is to allow for commercial/office buildings, retail, multi-family residential and other uses per TOHS UDO Section 3.2.

This rezoning application is also requesting to change the properties located at 0 Friendship Road totaling **232.10** acres from its current zoning of BRT, CB, and RR zoning district to IVMX (Innovation Village Mixed-Use). This rezoning request is to allow for commercial/office buildings, retail, multi-family residential and other uses per TOHS UDO Section 3.2.

We will also be reviewing the first phase of the development (Phase 1A) which is compliant with it's current BRT zoning and adjacent to parcel PIN # 0629597133 being rezoned

You are receiving this notice as a property owner within close proximity of this site so that we may invite you to an informational meeting, where we will present the details of the rezoning request and Phase 1A development. We will have an open discussion with you and your neighbors to address any questions or concerns you may have.

The neighborhood meeting will be at the Holly Springs Cultural Center at 300 West Ballentine Street in Holly Springs, NC 27540 at 5:30 PM on March 22, 2023. The room location is "01 Board Room".

Respectfully,

Brandon McLamb, PE
Timmons Group
Brandon.McLamb@timmons.com

RAYMER, SHARON L	Company	4617 FRIENDSHIP RD	APEX NC 27539-8763
CC YIELD NORTH LLC		601 S TRYON ST STE 800	CHARLOTTE NC 28202-1841
INGRAM, WALLACE JEFFREY INGRAM, HEATHER BARTON		12509 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
WRENN, CARL BRUCE WRENN, PATRICIA W		12512 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
ERWIN, SAMUEL EARL		12515 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
COMBS, WAYNE L COMBS, RAMONA		12504 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
OAK GROVE MISSIONARY BAPTIST CH		7201 TEN TEN RD	APEX NC 27539-7900
HANMANN, DESIREE N HANMANN, LISA R		12521 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
ZAPPITELLI, LAUREN		12505 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
BARE, SYLVIA H		12517 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
FRIES, CARLOS E		12508 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
Cheryl Caines, Senior Planner	Town of Holly Springs	128 S Main Street	Holly Springs, NC 27540

PROJECT: FRIENDSHIP INNOVATION PARK

MEETING: NEIGHBORHOOD MEETING

DATE: 22-MAR-2023

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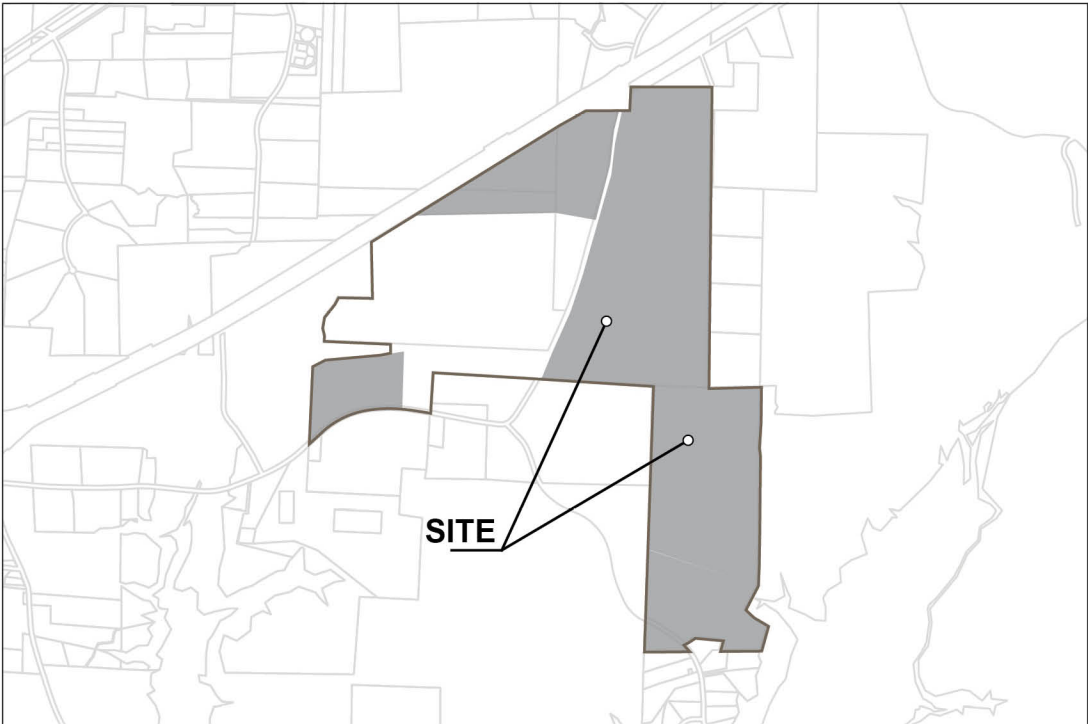
REZONING FOR

FRIENDSHIP INNOVATION PARK

HOLLY SPRINGS, NORTH CAROLINA

PROJECT NUMBER: PLRZ202200313/22-REZ-13

	SITE DATA TABLE
OWNER	HELIX VENTURES LLC CONTACT: CARA HYLTON
PINS	0639076303, 0629597133, 0720719912, & 0720904944
SITE ADDRESS	12532 HOLLYSPRINGS NEW HILL RD APEX, NC 27539
SITE ACREAGE	498.63 ACRES
EXISTING ZONING	RR, CB, & BRT 155.89 ACRES (31.26%)
PROPOSED ZONING	BRT - 168.88 ACRES (33.40%) & IVMX-CD - 342.74 ACRES (68.74%)

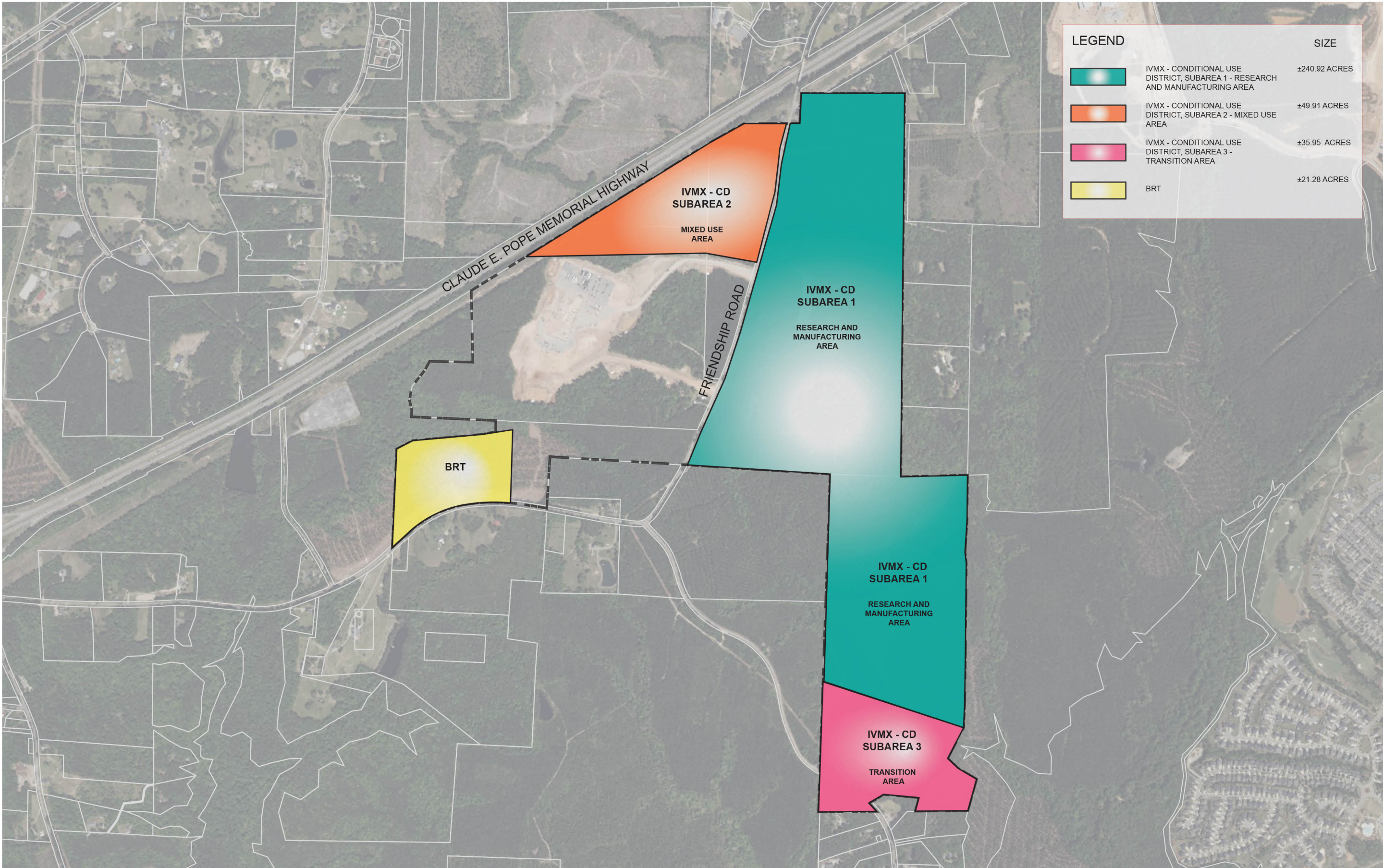


VICINITY MAP

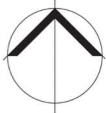
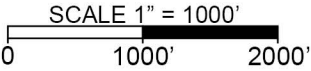
	INDEX OF SHEETS
SHEET NO	SHEET TITLE
00	REZONING PACKAGE COVER
01	REZONING PLAN
02	TRANSPORTATION AND MOBILITY PLAN
03	UTILITY PLAN
04	OPEN SPACE, PRESERVATION AREA & LANDSCAPE PLAN

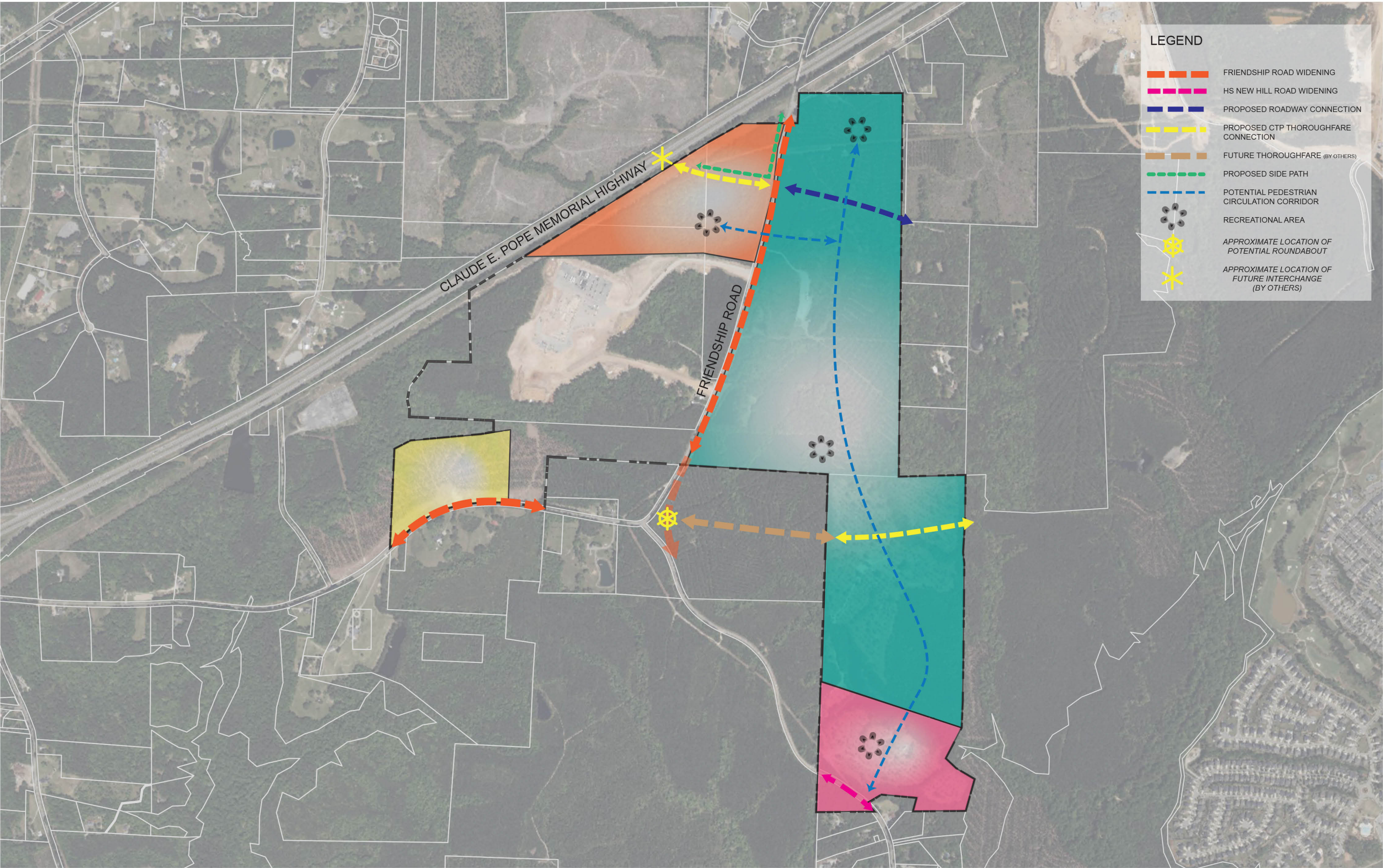
ZONING REQUIREMENTS:

THE TOWN REQUIRES CERTAIN FEES TO BE PAID UPON DEVELOPMENT OF LAND AND FOR THE GRANTING OF A BUILDING PERMIT. SAID FEES ARE LISTED IN THE TOWN'S ANNUAL BUDGET, AND WITH THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET; AND (III) NOTWITHSTANDING ANY REIMBURSEMENTS DISCUSSED AT THIS TIME THROUGH AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT, HEREBY AGREES TO TIMELY PAY ALL NORMAL AND CUSTOMARY FEES APPLICABLE TO DEVELOPER IN CONNECTION WITH THE NON-RESIDENTIAL 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.



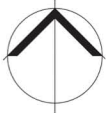
FRIENDSHIP INNOVATION PARK : REZONING PLAN
HOLLY SPRINGS NC | AUGUST 4, 2023

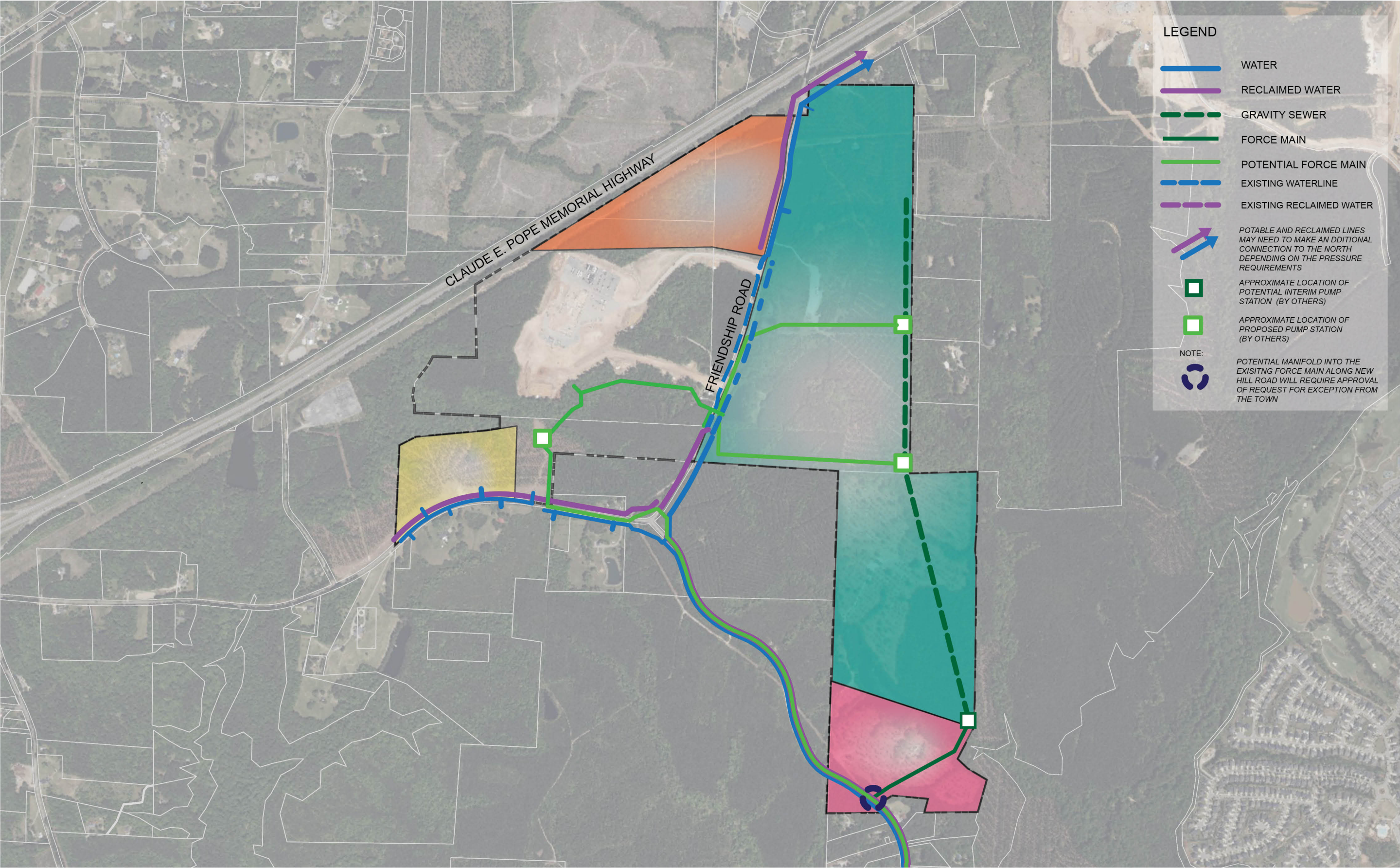




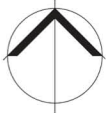
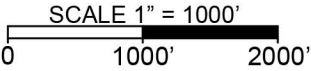
FRIENDSHIP INNOVATION PARK : TRANSPORTATION AND MOBILITY PLAN
HOLLY SPRINGS NC | AUGUST 4, 2023

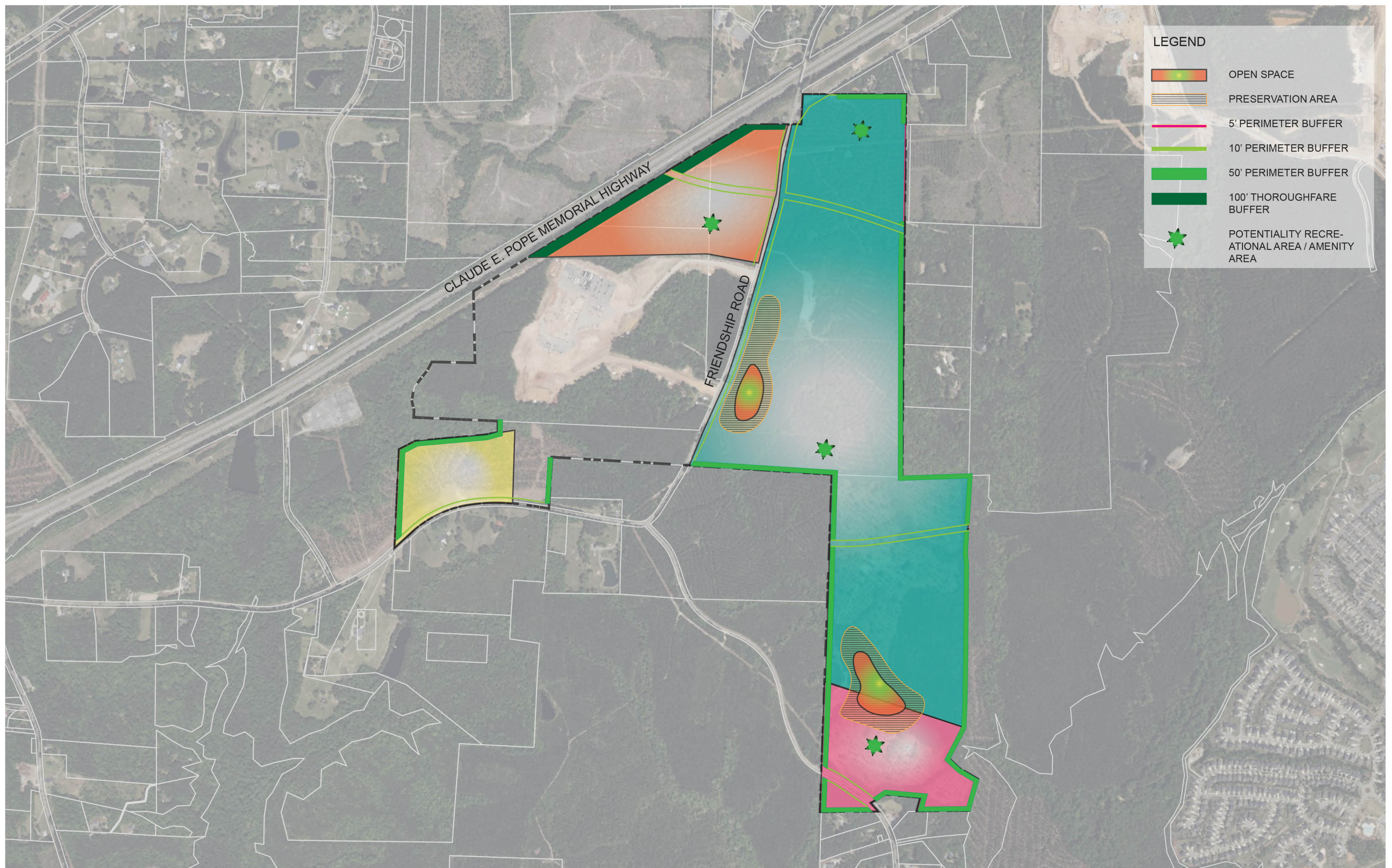
SCALE 1" = 1000'
0 1000' 2000'





FRIENDSHIP INNOVATION PARK : UTILITY PLAN
HOLLY SPRINGS NC | AUGUST 4, 2023





FRIENDSHIP INNOVATION PARK : OPEN SPACE, PRESERVATION AREA & LANDSCAPE

HOLLY SPRINGS NC | AUGUST 4, 2023

SCALE 1" = 1000'

0 1000' 2000'



DESIGN GOALS NARRATIVE

FRIENDSHIP INNOVATION PARK - MASTER PLAN



Project Information

Project Name:	Friendship Innovation Park
Proposed Zoning District:	BRT (20.66 acres) IVMX-CD (328.42 acres)
Proposed Land Use/Density:	Commercial Mixed Use (Retail, Multi-Family, Office, Hospitality) Research Technology Campus (R&D, Advanced Manufacturing)
Future Land Use Map Designation:	Innovation Village
Future Land Use Description/Density:	Research & Technology (No density limit) Commercial Mixed Use (No density limit)

Petitioner's Response

Zoning Summary

The project proposes both BRT and IVMX – CD Zoning which will adhere to the CD Design Goals as stated in UDO Section 2.4.3. The Conditional District IVMX-CD zoning will be divided into 3 different areas; Area 1 – Research and Manufacturing, Area 2 – Mixed Use, and Area 3 Transition Area.

While the current Master Plan cannot provide detailed designs for the final elements to be included in each area, future development plans for each individual site plan within the different areas will utilize the following design guidelines to comply with the CD Design Goals as stated in UDO Section 2.4.3:

1. UDO CD Design Goal 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.*

Response: Existing natural features such as wooded areas, naturally occurring ponds, and slopes will be incorporated into the design of the open areas and within individual site plans in such a manner as to preserve the site's natural character to the extent feasible that will allow development to occur and create amenities for the Park tenants and public along greenway and side path connections.

2. UDO CD Design Goal 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.*

Response: The properties are historically wooded and undeveloped with limited existing view corridors. However, the developer will work toward the creation of significant view corridors to retain elements of traditional historical land use patterns, in particular around the ponds that will remain on site and will now be visible from road ways and future side path connections so as to create view corridors to the natural elements that did not previously exist in the sites undeveloped state.

3. UDO CD Design Goal 3 - *Development of pedestrian oriented communities; development of traditional style neighborhoods.*

Response: Development of pedestrian corridors will be included as allowed by the individual user's security needs to create a walkable network of connected pathways

within the Park and to the outside greenway connections as feasible. These pathways will be incorporated as able to take advantage of the view corridors in order to celebrate the natural features preserved by the development in accordance with Goals 1 and 2.

4. UDO CD Design Goal 4 - *Development of communities that are visually and functionally connected to one another.*

Response: The rezoning to IVMX-CD will allow the Park to have a mix of uses that are visually and functionally connected to one another in a more desirable way for the community. These connections will include dramatically improved vehicular connectivity as well as pedestrian and bicycle side paths for physical connectivity that will compliment the visual connectivity created by the new view corridors and open space incorporated into the overall development plan.

5. UDO CD Design Goal 5 - *Protection of significant watershed areas in order to preserve water quality.*

Response: Though there are no watersheds restricting the site, we are encouraging individual site plans within the Park to incorporate new water quality features, like bioswales and enhancement of natural drainage areas, to preserve and enhance the overall watershed. As mentioned above, significant natural water features existing on the site today will also be maintained so that the legacy water cycle over much of the site will be preserved where healthy and appropriate for the property.

6. UDO CD Design Goal 6 - *Creativity and imagination in the process of development.*

Response: By rezoning the entire Park with a significant IVMX-CD component, individual site plans are given the freedom to more creatively utilize their areas and better incorporate them within a mix of uses that will facilitate a development process and end product more appealing to the end user of the property regardless of which component of the plan they choose to interact with; manufacturing and research, retail, office, hospitality or multifamily residential.

7. UDO CD Design Goal 7 - *Unique architecture or sustainable design.*

Response: We will encourage unique design elements in the built environment, including signage and open space amenity structures, as well as sustainable design elements throughout the Park as already discussed here. Though many features will be unique, the overall plan for the park will include unifying thematic elements like natural wood, patinas and other finishes to make sure the overall appearance of the park remains part of a cohesive and recognizable design.

8. UDO CD Design Goal 8 - *Efficient, aesthetic and desirable use of open space.*

Response: Efficient, aesthetic and desirable use of open spaces with amenity structures, activity areas and gathering spaces will be included and interconnected throughout the Park by a series of pedestrian elements that will celebrate the natural and built elements of the park for both the tenants and broader public.

9. UDO CD Design Goal 9 - *Variety in housing types and physical development patterns.*

Response: The IVMX rezoning allows us to integrate beneficial multifamily housing types within the Park in appropriate locations that adhere to the consistency of the development, while at the same time providing a transitional buffer to the more traditional single family housing options provided by the surrounding community.

10. UDO CD Design Goal 10 - *Special considerations for property with a unique history or outstanding physical features.*

Response: Though the site has little in the way of significant history, the overall design of the Park has been purposefully modified to celebrate the outstanding physical features on the site, mainly the larger ponds, by making them the center piece of view corridors and surrounding them with open spaces accessible by pedestrian side paths and roads to make them meaningful and accessible features of the master plan.

Submitted by:

Jonathon Keener
Trustwell Property Group
on behalf of Helix Ventures, LLC & Friendship Road LandCo LLC

STATEMENT OF COMPREHENSIVE PLAN & FUTURE LAND USE COMPATIBILITY

FRIENDSHIP INNOVATION PARK – MASTER PLAN AMENDMENT

HOLLY SPRINGS, NORTH CAROLINA

Project Information

Project Name:	Friendship Innovation Park
Current Zoning Districts:	RR, BRT, & CB
Proposed Zoning Districts:	BRT (20.66 acres) IVMX-CD (328.42 ACRES)
Proposed Land Use/Density:	Commercial Mixed Use (Retail, Multi-Family, Office, Hospitality) Research Technology Campus (R&D, Advanced Manufacturing)
Future Land Use Map Designation:	Innovation Village and Business & Industrial
Future Land Use Description/Density:	Research & Technology (No density limit) Commercial Mixed Use (No density limit)

Compatibility Statement

The proposed rezoning builds upon the goals of the Comprehensive Plan by creating a fully amenitized life science business park to compliment the major employers like those the Town and Petitioner have recently brought to area. Friendship Innovation Park was original conceived to fulfill the Town's goal to create a new area for future major employers to join the community, add new infrastructure to support the surrounding region, and build a sustainable mix of commercial amenities for the benefit of the surrounding area. However, the current zoning designations will not allow for the beneficial mix of uses within the Park (BRT in areas & CB), are not located to properly respond to the community's Long Range Transportation Plan (CB), or are not properly zoned to allow the type of businesses and uses desired by the Town as indicated in the Future Land Use Plan (RR).

Conversely, this rezoning to the newly minted designations of IVMX-CD and BRT validates the recent changes Council and staff have made to the Comprehensive Plan and UDO by allowing a mix of uses in each area in accordance with the Town's Future Land Use Plan. This intermixing of uses within the areas, rather than separating them into different designations, will allow every area of the Park to achieve its highest and best use, while promoting better accessibility between them. By allowing this rezoning, the Friendship Innovation Park Master Plan can create the truly sustainable commercial amenity envisioned by the Council for western Holly Springs. This rezoning will also allow the individual development plans within the Park to better respond to the potential future interchange on US-1 and allow for less intensive uses to be located at the border of the property as appropriate for the surrounding community. By expanding the range of uses in the appropriate areas within the growing Friendship Innovation Park, Holly Springs will continue to have a globally competitive and attractively amenitized business park that expands the commercial tax base to support the economic vitality of the Town and sponsors further positive growth throughout the community.

Submitted by: Jonathon Keener, Trustwell Property Group
on behalf of Helix Ventures, LLC & Friendship Road LandCo LLC

PLAN CONSISTENCY STATEMENT

FRIENDSHIP INNOVATION PARK – MASTER PLAN

HOLLY SPRINGS, NORTH CAROLINA



Project Information

Project Name:	Friendship Innovation Park
Proposed Zoning District:	BRT (20.66 acres) IVMX-CD (328.42 acres)
Proposed Land Use/Density:	Commercial Mixed Use (Retail, Multi-Family, Office, Hospitality) Research Technology Campus (R&D, Advanced Manufacturing)
Future Land Use Map Designation:	Innovation Village and Business & Industrial
Future Land Use Description/Density:	Research & Technology (No density limit) Commercial Mixed Use (No density limit)

Petitioner's Response

Executive Summary

The proposed rezoning builds upon the goals of the Comprehensive Plan by creating a fully amenitized life science business park to attract the major employers like those the Town and Petitioner have recently brought to area. Friendship Innovation Park was originally conceived to fulfill the Town's goal to create a new area for major employers to join the community, add new infrastructure to support the surrounding region, and build a sustainable mix of commercial amenities for the benefit of the surrounding area. This rezoning to the newly minted zoning designations of Innovation Village Mixed Use – Conditional District and Business Research & Technology validates the recent changes Council and Staff have made to the UDO and will allow this development to fulfill their goals by creating a mix of uses in each area in accordance with the Town's Future Land Use Plan. This intermixing of uses within the areas, rather than separating them into different designations, will promote accessibility and viability for all the uses. By doing so we will create the truly sustainable commercial amenity envisioned by the Council for western Holly Springs. This rezoning will also allow the development plan for the Park to better respond to the potential of a future interchange on US-1 and allow for less intensive uses to be located at the border of the property as appropriate for the community. By expanding the range of uses in the appropriate areas within the growing Friendship Innovation Park, Holly Springs will continue to have a globally competitive and attractively amenitized business park that expands the commercial tax base to support the economic vitality of the Town and sponsors further positive growth throughout the community.

Section 1: Future Land Use & Community Character

- The BRT rezoning in adjoins the existing BRT area that is home to Amgen and the adjacent areas already approved by the Council for similar light manufacturing uses where the Future Land Use Plan has called for an Innovation Village that includes the business and industrial uses accommodated by BRT zonings.
- The Innovation Village Mixed Use Conditional District zoning for matches the Future Land Use Plan's desire for business and industrial growth in the region while accentuating the desired Innovation Village designation for the site and creating a complimentary amenity for the residential land uses in the region as well.

- This next generation park abandons the conventional business park attracting owners and entrepreneurs with character and scale that emphasizes technology, creativity, and innovation for both large and small businesses.
- The retail, multifamily and hospitality options allowed within IVMX zoning allow for desirable uses to be appropriately located throughout the region and provided desirable buffers to neighboring areas that are zoned for less intensive uses.
- The IVMX-CD zoning also encourages the dispersion of community gathering spaces that the mix of uses will compliment. These gathering spaces and amenities will be interconnected through streets and greenways while also ensuring company security needs.
- By locating these land uses adjacent to US-1 and in the appropriate areas throughout our site, we are providing a distinct connectivity benefit to the future business operations, while also preserving the residential nature of the areas closer into the Town core.

Section 2: Transportation

- By attracting the major employers desired by the Town, this rezoning will meet Transportation's goal of supporting the economic vitality of Town by making this area a globally competitive business park.
- By locating the project adjacent to US – 1, the potential jobs brought by future employers will help the Town qualify for and secure major infrastructure improvements with NCDOT, including potentially a new interchange, that fulfill the goals of the long-range transportation plan.
- The IVMX-CD zoning also allows the development plan to better respond to the Town's Long Range Transportation Plan and the Greenway Connectivity Plan by creating both vehicular and non-vehicular connections from the surrounding areas through the park and to the future US-1 interchange while locating uses and amenities in the appropriate areas to compliment these connections. The subsequent development plans created under the Friendship Innovation Park Master Plan for these uses will be designed to accommodate the future interchange, future Wood Creek connector, and the realignment and widening of Friendship Road to accommodate a roundabout or other intersection improvements at Holly Springs New Hill Road to sponsor safe and efficient connectivity for multiple modes of transportation.
- During the preparation of subsequent development plans within this project area, the street network and block patterns for these areas will respond to both the proposed future uses and the thoroughfares to facilitate safe and efficient vehicular connectivity to these thoroughfares while decreasing block size to accommodate safe bike and pedestrian circulation as the plans move back into the developments away from the thoroughfares.
- To further enhance pedestrian and bike connectivity, future development plans within the project area can include separate pedestrian and wider side paths adjacent to internal streets that match Park & Recreation's new side path design goals for the Town and their connectivity goals for this specific area. Though not contemplated for the region in the current CTP, should mass transit become available to the area, the future development plans can include appropriate accommodations dependent on availability and need.
- Having multiple separate and diverse entry points onto major thoroughfares will keep traffic out of the Town core increasing safety and limiting any impact on any surrounding neighborhood streets.

- Thoroughfare/Road widening to meet half of the ultimate right-of-way and street cross section in the Comprehensive Transportation Plan (CTP) is required in accordance with the Town's Unified Development Ordinance (UDO).
- A full traffic study is required and has been submitted for approval at the time of rezoning. Any on and off site improvements warranted by the traffic study will be the developer's responsibility.

Section 3: Parks & Recreation and Open Space

- Though the security requirements and final development plans of individual employers within the park will need to be considered, the development plans can include pathways that celebrate the natural amenities and create potential new greenway connections between open spaces to help complete the long-term goals of the Greenway Master Plan.
- The Master Plan for the area has been laid out to limit impact on wetlands and natural features that will become focal points for the open spaces to be located within the Park.
- The final development plans will include passive and active open spaces as appropriate for the different areas and adjacency of uses within the Park.
- The master plan encourages the use and preservation of native plants in the ROW, buffers and setbacks wherever possible with our architectural standards and plans for roadway buffers, along pathways, and especially on the borders of the Park with lower density and existing uses.
- The mixed-use area will create commercial centers within walking distance to the Business and Industrial area and potential future neighborhoods as desired by the new Parks & Recreation Master Plan.

Section 4: Community Facilities

- This rezoning will massively increase the commercial tax base of the Town allowing it to continue to make parks and other public facility investments throughout the community in addition to the Greenway and commercial amenities the public can enjoy within the Park.

Section 5: Infrastructure & Utilities

- This rezoning will facilitate full utilization of the massive investment the developer and Town are making in potable water, reclaimed water, and sewer lines that benefit not just this project but the whole region.
- This project will also add new public road infrastructure to make it more "pad-ready" and attractive to the world class employers desired by the Town
- Potential Pump Stations may be implemented to service the areas being rezoned. A preliminary sewer study is required at the time of the rezoning petition and pump station design, reports and fully gravity design are due prior to the submittals of future development plans.
- A fire flow analysis is required for approval within the master plan.

Section 8: Natural Resources

- The infrastructure is laid out to avoid as much of the wetland and natural buffers as possible.
- The Master Plan aims to preserve and utilize native species within walking trails, ROWs and buffers throughout project as much as possible.

- Though much of the Park has been previously logged, specimen tree preservation will be prioritized in the open spaces and buffer areas as well as in individual site plans where possible.
- The plan encourages the use of native species in the landscape plans for each subsequent development plan through the architectural standards of the project.
- Within the open spaces and where able within individual development plans, bioswales and natural drainage areas will be used and beautified to create amenities that encourage natural infiltration and benefits native species.

Specific Recommendations Section

- ***FLU-1 Encourage Use of the Land Use & Character Plan in Everyday Decision-Making***

FLU-7 Use the Land Use & Character Plan as an Economic Development Tool

FLU- 14 Build a Community Attractive to Today's Businesses and Their Employees

Response: The Land Use and Character Plan for the IVMX-CD and B&I areas will be used to help guide the individual development plans within the Park and create the amenities that will continue to attract large and small economic development projects to Holly Springs.

- ***FLU-11 Create an Interconnected Network of Green Space***

SI-8 Build a Green Infrastructure Framework

Response: As mentioned above, the Character Plan will help guide the creation of a network of pathways and green spaces in available areas through the Park and connected to larger green spaces beyond via greenway and side path connections.

- ***FLU-16 Coordinate with Large Land Owners in the Town's Western Planning Area***

SI-4 Improve the Land Use - Transportation Connection

Response: The Park is one of the largest land areas on the west side of Holly Springs and strategically located to capture the area's highest and best use, while keeping traffic impacts away from the more sensitive areas of the Town thanks to its adjacency to US-1.

- ***SI-1 Add Infrastructure Capacity and Increase Services to Keep Pace with Development***

SI-3 Capitalize on Strategic Partnerships

SI-12 Adequate Long-Term Water and Wastewater Planning

Response: The genesis of the Park is rooted in a strategic cost sharing partnership between the developer and the Town to bring added infrastructure capacity to not just the Park but this whole region of Holly Springs.

Submitted by:

Jonathon Keener

Trustwell Property Group

on behalf of Helix Ventures, LLC & Friendship Road LandCo LLC

REVISED DEVELOPMENT & DESIGN MANUAL

FRIENDSHIP INNOVATION PARK - MASTER PLAN

HOLLY SPRINGS, NORTH CAROLINA

Purpose Statement

The purpose of the development and design manual for the Friendship Innovation Park is to state the architectural standards that will be utilized throughout the research and manufacturing, as well as mixed use areas of the Park, provide a list of land uses permitted within the current zoning, and provide additional standards and exceptions to the proposed zoning standards within each area.

Subarea Vision

The IVMX-CD Zoning District will be subdivided into three development subareas to create the live-work-play environment envisioned by the Comprehensive Plan and detailed in the UDO. Each development subarea and its uses are shown on Sheet C0.3 (Color Conditional Zoning Use Zoning Map) and discussed herein. The following describes our vision for each of these subareas:

- IVMX-CD (Area 1) – This area is proposed to be the employment hub for the park consisting of research, manufacturing, and employment centers. Park amenity space, including open areas, trails, gathering centers, indoor and outdoor sports facilities, supporting retail and fast serve restaurants/kiosks are also envisioned for this area. No residential of any kind is requested for this subarea.
- IVMX-CD (Area 2) – This area is envisioned to be a mixed use commercial and multifamily amenity for the employment center (Area 1) and the surrounding community to create a live-work-play environment as envisioned by the IVMX zoning designation. Typical uses will consist of restaurants, retail shops, offices, hospitality, and apartment space. Smaller scale employment uses may also be located within this area as well. This mix of uses will also be appropriate for responding to the future interchange planned for connection between the Park and US-1.
- IVMX-CD (Area 3) – This transitional area is envisioned to be a buffer between the employment center (Area 1) and the surrounding residential areas as envisioned by the IVMX zoning designation. Typical uses will consist of smaller scale standalone or mixed-use apartment buildings or mixed-use integrated or single-story retail and restaurant spaces. Smaller employment centers may also be located within this area.

Development Design Modifications:

Building and Site Design shall be per the Holly Springs Unified Design Ordinance with the following exceptions in specified areas:

IVMX – CD (Area 1) Research and Manufacturing Subarea

1. BRT Standards for parking per UDO Chapter 6 shall apply
2. All uses per the IVMX Zoning in addition to the below modification*:
 - a. No maximum building area for Distribution and Logistics buildings
3. Maximum 80,000 SF and minimum 5,000 SF retail/commercial area will be allowed in addition to the square footage of all uses within the area
4. Square footage allowances can be transferred to other areas
5. Building Height requirements shall be per UDO Chapter 2 with the following modifications:
 - a. Agriculture, Manufacturing, and Distribution Uses/Office/Mixed Use: 100'
 - b. Standalone Hotel: 100'
 - c. Standalone Retail: 45'

IVMX – CD (Area 2) Mixed Use Subarea

1. All uses per IVMX Zoning
2. Subarea shall include a minimum of 1 vertically integrated mixed-use building. A vertically integrated mixed-use building shall be any building that contains at least 2

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of the following use types located on different stories of the building:

- a. Research & Development Facilities
 - b. Office and Service Uses
 - c. Residential Uses
 - d. Lodging Uses
 - e. Retail, Dining, and Entertainment Uses
 - f. Recreation Uses (as a primary use)
3. Multi-Family and apartment building shall be per UDO Chapter 2 with the following modifications:
- a. Maximum of 600 apartment units
 - b. Buildings can be standalone or on lower and upper floors of mixed use buildings
 - c. If multifamily units are included in mixed use buildings, at least 20% of the units will be included in mixed use buildings.

Example Image – Mid-rise mixed use retail/residential



Note: This image is for illustrative purposes only & does not represent what will be constructed. The purpose of the image is to demonstrate the intended building massing and scale. Specific Building design will be submitted with a site specific development plan.

- d. If only standalone multifamily buildings are built, 20,000 SF of adjacent (within the same subarea) non-residential space must receive a certificate of completion before up to 425 multifamily units receive a certificate of completion. Each additional 1,000 SF of adjacent non-residential space completed will allow for an additional 20 multifamily units beyond the initial 425.

Example Image – Mid-rise multifamily residential



Note: This image is for illustrative purposes only & does not represent what will be constructed. The purpose of the image is to demonstrate the intended building massing and scale. Specific Building design will be submitted with a site specific development plan.

4. Square footage & Unit allowances can be transferred to other subareas
 - a. The maximum transfer allowance is up to the total shown in both subareas
5. Building Height requirements shall be per UDO Chapter 2 with the following modifications:
 - a. Agriculture, Manufacturing, and Distribution Uses/Office: 100'

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- b. Standalone Hotel: 100'
- c. Mixed Use/Standalone Apartment: 75'
- d. Standalone Retail: 45' with a 20' minimum

IVMX – CD (Area 3) Transition Subarea

- 1. All uses per IVMX Zoning
- 2. Multi-Family and apartment building shall be per UDO Chapter 2 with the following modifications:
 - a. Maximum of 600 apartment units
 - b. Buildings can be standalone or on lower and upper floors of mixed use buildings
 - c. If multifamily units are included in mixed use buildings, at least 20% of the units will be included in mixed use buildings.

Example Image – Low-rise mixed use retail/residential



Note: This image is for illustrative purposes only & does not represent what will be constructed. The purpose of the image is to demonstrate the intended building massing and scale. Specific Building design will be submitted with a site specific development plan.

- d. If only standalone multifamily buildings are built, 20,000 SF of adjacent (within the same subarea) non-residential space must receive a certificate of completion before up to 425 multifamily units receive a certificate of completion. Each additional 1,000 SF of adjacent non-residential space completed will allow for an additional 20 multifamily units beyond the initial 425.

Example Image – Low-rise standalone multi-family residential



Note: This image is for illustrative purposes only & does not represent what will be constructed. The purpose of the image is to demonstrate the intended building massing and scale. Specific Building design will be submitted with a site specific development plan.

- 3. Square Footage & Unit allowances can be transferred to other subareas

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- a. The maximum transfer allowance is up to the total shown in both subareas
- 4. Building Height requirements shall be per UDO Chapter 2 with the following modifications:
 - a. Agriculture, Manufacturing, and Distribution Uses/Office/Mixed Use: 75'
 - b. Standalone Apartment Building/Hotel: 75'
 - c. Standalone Retail: 45' with a 20' minimum

Building and Site Design Standards:

1. Park entries along Friendship Road and main entrances to each individual campus will be denoted by monument signage created of similar high quality and permanent base materials (including but not limited to masonry, metal, stone) on which the title of the park or insignia of the occupant will be displayed. Trademarked colors, fonts, and designs of the occupant's insignia or company branding will be encouraged to promote some diversity and visual interest and also improve wayfinding and direction within the park.
2. Wherever commercially possible, native species already present on the Park land will be used along the ROWs as well as in setbacks and buffers throughout the Park.
3. Subsequent Development Plans within the Park will be encouraged to use native species to create a uniform look and promote the natural surroundings of Holly Springs.
4. At the main pedestrian entry to the primary building of each development within the Park, architectural elements will be added or varied to create a sense of place and visual wayfinding from the visitor or main parking areas to direct pedestrian traffic in a visually attractive way. This can be accomplished by a variety of means including but not limited to; a canopy or similar architectural element above the entry, variation of materials including masonry and glass, sidewalk and landscaping or other ground elements that create an inviting entry.
5. All buildings will have masonry or similar materials and meeting regulations per UDO section 8.2.G(4) (including glass, etc.) along frontages that directly face major thoroughfares.
6. All signs to be in accordance with the Holly Springs Unified Development Ordinance.
7. Architectural materials and colors for the Mixed Use and Transition Areas shall be of consistent and compatible materials and colors shall meet the minimum requirements for architectural site design in the Holly Springs Unified Development Ordinance.
8. Black Shoe Box LEDs, or Gardco Form 10 round LEDs (black anodized finish) will be used for lighting. Lighting details shall be provided in a lighting plan per UDO Section 8.4.E(17).
9. The minimum UDO Architectural and Site Design requirements shall be met in all areas.
10. As permitted by future tenants and land use constraints, the active open spaces will be connected through a network of pathways, sidewalks, and sidepaths that will integrate with the Greenway Plan for the larger region where appropriate. The minimum open space within each subarea will exceed the minimum required by the UDO of 1% of the total project site.

Submitted by:
 Jonathon Keener
 Trustwell Property Group
 on behalf of Helix Ventures, LLC & Friendship Road LandCo LLC

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3717 National Drive, Ste. 209
 Raleigh, NC 27612

TRANSPORTATION MANAGEMENT AGREEMENT

FRIENDSHIP INNOVATION PARK - MASTER PLAN

HOLLY SPRINGS, NORTH CAROLINA

Purpose Statement

This Transportation Management Agreement (the “TMA”) for Friendship Innovation Park (the “Project” or “Park”) is entered into by Friendship Road Land Co LLC and Helix Ventures LLC (combined the “Developer”) and the Town of Holly Springs (the “Town”) for the purpose of commemorating the process by which the traffic improvements associated with Friendship Innovation Park Master Plan will be designed and installed by the Developer and/or its successors or assigns or certain other third parties as designated by future site plan approvals within the Project and in accordance with a certified Traffic Impact Analysis approved by the Town of Holly Springs and the NC Department of Transportation.

Basis of Understanding

The Timmons Group prepared a Traffic Impact Analysis (TIA) sealed and dated August 4th, 2023 for the Friendship Innovation Park Master Plan Area located in the Town of Holly Springs, NC. The TIA and its appendices contained analysis on the traffic mitigation improvements requested by both the Town of Holly Springs and the NC Department of Transportation and included a process for when such future improvements would be needed and how they should be installed by the Developer or its successor or assigns as the Park is developed. The TIA was subsequently reviewed and accepted by all parties and serves as the basis for the planned improvements incorporated into this Transportation Management Agreement.

General Assumptions of Agreement

The terms and improvements included in this Agreement are based on the recommendations for the currently assumed uses for the Project as outlined in the TIA of August 4th, 2023 which serves to identify the base traffic improvement requirements of the development. When future site plans within the Park are brought forward under subsequent Development Petitions, the traffic requirements of each petition will be compared to this base TIA to determine compliance with the initial assumptions or if any additional measure may be required by the actual use proposed. Should additional improvements be warranted, an update to this TIA can be conducted to verify any additional needs. Such combined improvements will be designed when and how the analysis determines and be reviewed with Town staff and NCDOT prior to the individual site plan approvals. All improvements required by the initial TIA and any required subsequent measures will then be installed prior to a certificate of completion being issued for that individual site plan.

All improvements will be designed as determined by the analysis and reviewed with Town staff to:

1. Meet the Town’s Comprehensive Transportation Plan (CTP) standards, comply with all NCDOT standard practices as applicable, and have uniform design criteria to improve traffic operations and safety in the Park. In the case of widening, a consistent widening cross-section along Friendship Road and Holly Springs New Hill Road will be maintained where widening is required for developments within the Park and right of way is controlled by the Developer or has already been completed as in the case of the Amgen widening completed prior to the execution of this document. Such widening will occur with the first construction done in each subarea to ensure widening is completed when needed according to the TIA.

2. Include adjustments for actual traffic pattern changes associated with subsequent actual development in the area and any future traffic improvements, ie. a new future interchange at US-1 into the Park, or similar that may be built in the project area. In the case of a future interchange at US-1, the Developer commits to modifying future development petitions to accommodate the future design of said interchange and dedicate right of way across the property controlled by the Developer to accommodate new connectivity between Friendship Road and the future interchange.

3. Include analysis of the intersection at Friendship Road and Holly Springs New Hill Road to determine whether a signal or larger roundabout is the most appropriate improvement for the intersection based on actual traffic volumes created by the future users of the Park. The appropriate improvement can

be installed when determined appropriate by the future analysis, NCDOT, and Town staff recommendations.

4. Where the Project controls land for right-of-way, Developer will provide dedications to align with future improvements called for in the current CTP and coordinate with the future public right-of-way needs on adjacent parcels out of the Developer's control to accommodate future traffic expansion on such right-of-way's as determined by future TIA updates. Developer will cooperate with the future development in the Project Area, including Project Titan (Amgen), as able to facilitate these surrounding public right-of-way improvements.

5. All Town / NCDOT comments known at the time of drafting this TMA were included in the August 4th, 2023 TIA provided by Timmons Group. Based on this TIA analysis, many improvements requested by NCDOT and the Town were not currently supported by the projected uses within the analysis. However, the comments have been included in the TIA appendices so that as petitions for individual parcels within the Park are submitted as part of their individual site plan approvals, these improvements can be re-evaluated with the traffic counts of the actual uses to determine when and where they, or any other additional traffic improvement, are needed in the future.

Specific Improvements by Phase

Friendship Masterplan Phase 1 Recommendations

A. Friendship Road / Site Driveway 1

1. An exclusive left-turn lane along northbound Friendship Road with 100 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.
2. An exclusive right-turn lane along southbound Friendship Road with 100 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.
3. Constructing Site Driveway 1 as a full movement access with one ingress lane and one egress lane and provide at least 200 feet of internal protected stem will also be installed in the Phase 1 Development when warranted.

B. Friendship Road / Site Driveway 2

1. An exclusive left-turn lane along northbound Friendship Road with 100 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.
2. An exclusive right-turn lane along southbound Friendship Road with 100 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.
3. Constructing Site Driveway 2 as a full movement access with one ingress lane and one egress lane and provide at least 100 feet of internal protected stem will also be installed in the Phase 1 Development when warranted.

C. US 1 SB Ramps / New Hill Holleman Road

1. An exclusive left-turn lane on northbound New Hill Holleman Road with 225 feet of storage and appropriate taper will be included in the Phase 1 Development if not installed or agreed to be installed prior to Phase 1 Development by a third party.

D. US 1 NB Ramps / New Hill Holleman Road

1. An exclusive right-turn lane on northbound New Hill Holleman Road with continuous full storage to the New Hill Holleman Road and Friendship Road intersection, will be a right in / right out only, and be included in the Phase 1 Development if not installed or agreed to be installed prior to Phase 1 Development by a third party.

2. An exclusive left-turn lane on southbound New Hill Holleman Road with 200 feet of storage and appropriate taper will be included in the Phase 1 Development if not installed or agreed to be installed prior to Phase 1 Development by a third party.

E. New Hill Holleman Road / Friendship Road

1. Intersection signalization will be included in the Phase 1 Development with the first development plan constructed in this area if not installed or agreed to be installed prior to Phase 1 Development by a third party.

2. An exclusive left-turn lane on southbound New Hill Holleman Road with continuous storage to the US 1 NB Ramps intersection will also be installed in the Phase 1 Development when warranted if not installed or agreed to be installed prior to such development by a third party.

3. An exclusive right-turn lane on westbound Friendship Road with 150 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area if not installed or agreed to be installed prior to Phase 1 Development by a third party.

4. A second southbound left-turn lane with 300 feet of storage and appropriate taper and a second travel lane along eastbound Friendship Road to approximately 1,200 feet east of this intersection will also be installed in the Phase 1 Development when warranted if not installed or agreed to be installed prior to such development by a third party.

5. A second through lane along southbound New Hill Holleman Road to approximately 1,200 feet south of this intersection will be included in the Phase 1 Development with the first development plan constructed in this area if not installed or agreed to be installed prior to Phase 1 Development by a third party.

F. Friendship Road / Holly Springs New Hill Road

1. An exclusive right-turn lane on northbound Holly Springs New Hill Road with 125 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.

2. An exclusive left-turn lane on westbound Friendship Road with 150 feet of storage and appropriate taper will be included in the Phase 1 Development with the first development plan constructed in this area.

Friendship Masterplan Phase 2 Recommendations

A. Friendship Road

1. Widening along site frontage of Friendship Road based on the Town of Holly Springs Comprehensive Transportation Plan (CTP) throughfare cross-section standards will be included in the Phase 2 Development with the first development plan constructed in this area.

B. Friendship Road / Site Driveway 3

1. Site Driveway 3 will be constructed as a right-in/right-out access with one ingress and one egress lane in the Phase 2 Development with the first development plan constructed in this area.

2. An exclusive right-turn lane on southbound Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 2 Development when warranted.

C. Friendship Road / Site Driveway 4

1. Site Driveway 4 as a right-in/right-out/left-in access with one ingress and one egress lane will be installed as part of the Phase 2 Development with the first development plan

constructed in this area and the addition of 100 feet of internal protected stem will be further evaluated in TIA updates with future project phases and installed when recommended by such future TIA updates.

2. An exclusive left-turn lane along northbound Friendship Road with 75 feet of storage and appropriate taper will be included in the Phase 2 Development with the first development plan constructed in this area.

3. An exclusive right-turn lane on southbound Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 2 Development when warranted.

D. Friendship Road / Site Driveway 5

1. Site Driveway 5 as a right-in/right-out/left-in access with one ingress and one egress lane will be installed as part of the Phase 2 Development with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will also be installed in the Phase 2 Development when warranted.

2. An exclusive right-turn lane on westbound Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 2 Development when warranted.

E. Friendship Road / Site Driveway 6

1. Site Driveway 6 as a full movement access with one ingress and one egress lane will be installed as part of the Phase 2 Development with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will also be installed in the Phase 2 Development when warranted.

2. An exclusive left-turn lane on eastbound Friendship Road with 75 feet of storage and appropriate taper will also be installed in the Phase 2 Development when warranted.

F. Friendship Road / Holly Springs New Hill Road

1. Monitoring for intersection signalization will be conducted during Phase 2 Development with a signal or similar improvement being subsequently installed if triggered by future uses within the Park in accordance with applicable Town and NCDOT standards.

G. Holly Springs New Hill Road / Ancient Oaks Drive

1. Monitoring for intersection signalization will be conducted during Phase 2 Development with a signal or similar improvement being subsequently installed if triggered by future uses within the Park in accordance with applicable Town and NCDOT standards unless installed or agreed to be installed prior to such work by a third party.

Friendship Masterplan Phase 3 Recommendations

A. Friendship Road

1. Widening along site frontage of Friendship Road based on the Town of Holly Springs Comprehensive Transportation Plan (CTP) throughfare cross-section standards will be included with the first development plan constructed in this area to match what has already been completed on the Amgen / Project Titan frontage.

B. Holly Springs New Hill Road

1. Widening along site frontage of Holly Springs New Hill Road based on the Town of Holly Springs Comprehensive Transportation Plan (CTP) throughfare cross-section standards will be included with the first development plan constructed in this area.

C. Friendship Road / Site Driveway 1 / Site Driveway 11

1. Site Driveway 1 will be converted to a through movement and Site Driveway 11 as a full movement access with one ingress and one egress lane will be installed as part of the Phase

3 Development with the first development plan constructed in this area and the addition of 200 feet of internal protected stem will also be installed in the Phase 3 Development when warranted.

2. An exclusive northbound right-turn lane along Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted.

3. An exclusive left-turn lane along southbound Friendship Road with 100 feet of storage and appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.

4. A second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the development of each individual parcel with the first development plan constructed in this area.

D. Friendship Road / Site Driveway 2

1. A second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the first development plan constructed in this area.

E. Friendship Road / Site Driveway 3

1. A second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the first development plan constructed in this area.

F. Friendship Road / Site Driveway 4 / Site Driveway 12

1. Site Driveway 12 will be constructed as a right-in/right-out/left-in access with one ingress and one egress lane as part of the Phase 3 improvements with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will be further evaluated in TIA updates with future project phases and installed when recommended by such future TIA updates.

2. An exclusive northbound right-turn lane on Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted.

3. An exclusive left-turn lane along southbound Friendship Road with 50 feet of storage and appropriate taper will be included with the Phase 3 Development with the first development plan constructed in this area.

4. A second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the development of each individual parcel with the first development plan constructed in this area.

G. Friendship Road / Site Driveway 7 / Site Driveway 8

1. Site Driveway 7 will be constructed as a right-in/right-out/left-in access with one ingress and one egress lane as part of the Phase 3 improvements with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will also be installed in the Phase 3 Development when warranted.

2. An exclusive right-turn lane on southbound Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted.

3. An exclusive right-turn lane on northbound Friendship Road with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted.

4. A second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the first development plan constructed in this area.

H. Friendship Road / Site Driveway 9 / Site Driveway 10

1. Site Driveway 9 and Site Driveway 10 will be constructed as a right-in/right-out/left-in access with one ingress and one egress lane as part of the Phase 3 improvements with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will also be installed in the Phase 3 Development when warranted.
2. An exclusive left-turn lane with 175 feet of storage and appropriate taper and an exclusive right-turn lane with 50 feet of storage and appropriate taper on northbound Friendship Road will be included in the Phase 3 Development with the first development plan constructed in this area.
3. An exclusive left-turn lane with 100 feet of storage and appropriate taper and an exclusive right-turn lane with 75 feet of storage and appropriate taper on southbound Friendship Road will be included in the Phase 3 Development with the first development plan constructed in this area.
4. Provide a second through lane along both northbound and southbound Friendship Road across this intersection will be included as part of the required site frontage widening as noted above with the first development plan constructed in this area.

I. Friendship Road / Site Driveway 13

1. Site Driveway 13 will be constructed with one ingress and two egress lanes as part of the Phase 3 improvements with the first development plan constructed in this area and the addition of 100 feet of internal protected stem will also be installed in the Phase 3 Development when warranted.
2. An exclusive left-turn lane on eastbound Holly Springs New Hill Road with 175 feet of storage and appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.
3. An exclusive right-turn lane on westbound Holly Springs New Hill Road with 75 feet of storage and appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.
4. Monitoring for intersection signalization will be conducted during Phase 3 Development with a signal or similar improvement being installed if triggered by future uses within the Park in accordance with applicable Town and NCDOT standards.

J. US 1 SB Ramps / New Hill Holleman Road

1. An exclusive westbound left-turn lane on the US 1 SB Ramp approach with 550 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted by traffic from the Park.

K. US 1 NB Ramps / New Hill Holleman Road

1. Provide a second southbound through lane extending back to the US 1 SB Ramps intersection will also be installed in the Phase 3 Development when warranted by traffic from the Park.

L. New Hill Holleman Road / Friendship Road

1. A northbound through lane with 300 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted by traffic from the Park.
2. An exclusive northbound right-turn lane with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted by traffic from the Park.

3. Provide a second westbound right-turn lane with 150 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted by traffic from the Park.

M. Friendship Road / Holly Springs New Hill Road

1. This intersection will be monitored for signalization during Phase 3 Development with the first development plan constructed in this area. Both a signal and roundabout construction will be evaluated as an interim improvement during TIA updates for future project phases and the most appropriate improvement can be installed when conditions from confirmed uses on the future parcels necessitate it. Final determination of the needed improvement will be made in conjunction with Town staff and NCDOT.
2. A 300-foot eastbound right-turn lane with appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.
3. A 150 foot westbound left-turn lane with appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.
4. A 300 foot northbound right-turn slip lane with appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area.
5. Where land for right-of-way is controlled by the Developer adjacent to this intersection, right of way area for future capacity expansion and addition of a fourth leg to accommodate potential Friendship Road extension from Holly Springs New Hill Road to Friendship Road will be reserved by the Developer in Phase 3 of the development.

N. Friendship Road / Woods Creek Road

1. An exclusive right-turn lane on northbound Friendship Road with full-length storage will be included in the Phase 3 improvements with the first development plan constructed in this area.
2. A fee-in-lieu toward future intersection improvements will be included with the Phase 3 Development where appropriate.

O. Friendship Road / Old US 1

1. An exclusive right-turn lane on eastbound Old US 1 with 100 feet of storage and appropriate taper will also be installed in the Phase 3 Development when warranted by traffic from the Park..
2. An exclusive left-turn lane on westbound Old US 1 with 100 feet of storage and appropriate taper will be included in the Phase 3 Development with the first development plan constructed in this area and a 200 foot total storage will also be installed in the Phase 3 Development when warranted by traffic from the Park..
3. The intersection will be monitored for signalization starting with Phase 3 Development.

As Agreed to by:

Friendship Road LandCo LLC

Helix Ventures LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Ordinance No. 23-07

Date Submitted: September 19, 2023

Date Adopted: October 17, 2023

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP AND
VISION HOLLY SPRINGS COMPREHENSIVE PLAN SECTION 1: LAND USE & CHARACTER
PLAN, FUTURE LAND USE 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 349.08 acres of Wake County PINs 0720719912, 063907630, 0629597133, and a portion of 0720904944 from RR Rural Residential, BRT Business & Research Technology, and CB Community Business to IVMX-CD Innovation Village Mixed Use Conditional District and BRT Business & Research Technology; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Business & Industrial and Innovation Village; 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 August 22, 2023 and recommended approval by a vote of 6-1; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held legislative hearings on September 19, 2023 and October 17, 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 as follows:

The proposed Zoning Map Amendment to BRT would support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings.

The proposed Zoning Map Amendment to IVMX-CD would create a mixed-use village with centrally concentrated employment uses surrounded by support services/businesses, housing, and gathering spaces. Destinations within and adjacent to the site will be connected by streets, greenways, and bike/ped facilities.

This rezoning is inconsistent with the Future Land Use Map for a portion of the site. With the designation of Business & Industrial and Conservation Neighborhood, the proposed zoning district will allow smaller scale manufacturing, office, distribution uses, retail, and housing in areas best suited for such uses within the Friendship Innovation Park. The inconsistency with the Future Land Use Map is related to the retail uses and housing in this area, however the Town Council determines that this inconsistency is a good land use and it is in the public interest; 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 providing opportunities to expand the nonresidential tax base, generate economic activity for the community, and establish mixed-use activity centers throughout Holly Springs where people can live, work, shop and gather with neighbors; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, based on the foregoing recitals which are incorporated herein, 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-17 to change the zoning of PIN #0629597133 and further described in Attachment A from RR Rural Residential to BRT Business & Research Technology and PINs# 0720719912, 063907630, and a portion of 0720904944 and further described in Attachment B from RR Rural Residential, BRT Business & Research Technology, and CB Community Business to IVMX-CD Innovation Village Mixed Use Conditional District.

The properties are subject to all the conditions listed in the Rezoning Master Plan and Design Manual dated 10/6/23 by Trustwell Property Group and Timmons Group, to include the condition that the property owner/Developer enters into a Transportation Mitigation Agreement with the Town.

Part 2: The Zone Map Amendment hereby amends Vision Holly Springs Comprehensive Plan Section 1: Land Use & Character Plan, Future Land Use Map to change the *Future Land Use Map* Designation of a portion of said parcels shown on the Master Plan as Area 2 from Business & Industrial to Innovation Village and the portion of Area 3 south of Holly Springs New Hill Road from Conservation Neighborhood to Innovation Village.

Part 3:

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 4:

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 5:

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 6:

EFFECTIVE DATE

The provisions of this ordinance shall become effective October 17, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 17th day of October, 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Attachment A

Area to rezone to BRT Business & Research Technology
PIN#: 0629597133

REZONING DESCRIPTION OF 20.66 ACRES BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Beginning on a point being a Computed Point in the Center of Friendship Road (NCSR 1149), having North Carolina State Plane Coordinates of N: 698,354.53', E: 2,025,159.06'; thence along and with the rezoning line the following courses and distances: North 02°40'02" East, 42.00 feet to an Iron Rod Set; North 02°40'02" East, 1,026.66 feet to an Iron Rod Found; North 62°28'43" East, 196.73 feet to an Iron Rod Found; North 84°55'00" East, 763.00 feet to an Iron Rod Found; North 75°03'09" East, 128.39 feet to a Computed Point; South 0°08'31" West, 770.70 feet to a Computed Point in the center of Friendship Road (NCSR 1149); thence continuing along and with the centerline of Friendship Road (NCSR 1149) the following two courses and distances: Thence along and with a curve to the left, having a radius of 1,851.00 feet, an arc length of 1,937.56 feet and a chord bearing and distance of South 85°17'25" West, 315.29 feet to a point; Thence along and with a curve to the left, having a radius of 1,197.00 feet, an arc length of 1,937.56 feet and a chord bearing and distance of South 64°03'18" West, 673.91 feet to a point; South 47°58'48" West, 250.54 feet to the Point Of Beginning, containing 900,046 square feet or 20.66 acres, more or less.

Attachment B

Area to rezone IVMX-CD Innovation Village Mixed Use – Conditional District
PINs# 0720719912, 0639076303, and a portion of 0720904944

Subarea 1:

REZONING DESCRIPTION OF 152.11 ACRES BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Beginning on a 1/2" Iron Bolt found in the western 60' private right-of-way line of Copperhead Road, having North Carolina State Plane Coordinates of N: 703,284.14', E: 2,030,701.55'; thence along and with the rezoning line the following courses and distances: thence South 0°59'13" West, 1,383.45 feet to a Concrete Monument found; South 1°06'13" West, 584.95 feet to a 5/8" Capped Rebar found, passing through a 1/2" Capped Pipe found on line at 149.98 feet; South 0°00'17" East, 730.96 feet to a Bent 2" Iron Pipe found; South 0°00'17" East, 1,445.12 feet to a Leaning Concrete Monument found, passing through a 3/4" Iron Pipe found on line at 676.16 feet; North 89°03'13" West, 758.14 feet to a Concrete Monument found, passing through a 3"x1/8" Iron Blade on line at 730.88 feet; North 86°27'43" West, 1,570.33 feet to a computed point in the Eastern Margin of Friendship Road (NCSR 1149); Thence along and with a curve to the left, having a radius of 49,938.65 feet, an arc length of 245.22 feet and a chord bearing and distance of North 26°19'14" East, 245.22 feet to a point; Thence along and with a curve to the left, having a radius of 2,605.63 feet, an arc length of 74.91 feet and a chord bearing and distance of North 25°25'02" East, 74.91 feet to a point; Thence along and with a curve to the left, having a radius of 39,695.91 feet, an arc length of 242.91 feet and a chord bearing and distance of North 24°25'06" East, 242.91 feet to a point; Thence along and with a curve to the left, having a radius of 20,367.21 feet, an arc length of 174.06 feet and a chord bearing and distance of North 23°59'54" East, 174.06 feet to a point; Thence along and with a curve to the left, having a radius of 14,633.34 feet, an arc length of 207.71 feet and a chord bearing and distance of North 23°20'48" East, 207.71 feet to a point; Thence along and with a curve to the left, having a radius of 3,680.60 feet, an arc length of 172.59 feet and a chord bearing and distance of North 20°35'05" East, 172.58 feet to a point; Thence along and with a curve to the left, having a radius of 9,463.27 feet, an arc length of

167.13 feet and a chord bearing and distance of North 22°26'03" East, 167.13 feet to a point; Thence along and with a curve to the left, having a radius of 3,113.81 feet, an arc length of 158.87 feet and a chord bearing and distance of North 17°46'47" East, 158.85 feet to a point; Thence along and with a curve to the left, having a radius of 6,644.67 feet, an arc length of 228.44 feet and a chord bearing and distance of North 15°20'00" East, 228.43 feet to a point; Thence along and with a curve to the left, having a radius of 7,500.72 feet, an arc length of 241.67 feet and a chord bearing and distance of North 15°16'17" East, 241.66 feet to a point; Thence along and with a curve to the left, having a radius of 3,376,217.68 feet, an arc length of 323.79 feet and a chord bearing and distance of North 16°11'50" East, 323.79 feet to a point; Thence along and with a curve to the left, having a radius of 1,692,455.35 feet, an arc length of 229.25 feet and a chord bearing and distance of North 16°12'14" East, 229.25 feet to a point; Thence along and with a curve to the left, having a radius of 411,838.84 feet, an arc length of 174.60 feet and a chord bearing and distance of North 16°13'11" East, 174.60 feet to a point; Thence along and with a curve to the left, having a radius of 515,750.44 feet, an arc length of 195.39 feet and a chord bearing and distance of North 16°13'16" East, 195.39 feet to a point; Thence along and with a curve to the left, having a radius of 493.21 feet, an arc length of 19.02 feet and a chord bearing and distance of North 15°06'19" East, 19.02 feet to a point; Thence along and with a curve to the left, having a radius of 69,928.21 feet, an arc length of 219.56 feet and a chord bearing and distance of North 13°54'37" East, 219.56 feet to a point; Thence along and with a curve to the left, having a radius of 1,136.86 feet, an arc length of 134.12 feet and a chord bearing and distance of North 10°26'26" East, 134.04 feet to a point; Thence along and with a curve to the left, having a radius of 3,021.12 feet, an arc length of 216.74 feet and a chord bearing and distance of North 5°00'20" East, 216.69 feet to a point; Thence along and with a curve to the left, having a radius of 6,240.11 feet, an arc length of 93.21 feet and a chord bearing and distance of North 8°19'04" East, 93.21 feet to a point; Thence leaving the right-of-way of Friendship Road (NCSR 1149) the following courses: South 81°24'39" East, 50.00 feet to a Capped 5/8" Iron Rebar Found; thence North 8°35'21" East, 30.66 feet to a Capped 5/8" Iron Rebar Found; thence North 85°25'40" East, 515.34 feet to a Capped 5/8" Iron Rebar Found; thence along a curve to the right, having a radius of 90.00 feet, an arc length of 58.16 feet and a chord bearing and distance of South 74°55'42" East, 57.15 feet to a Capped 5/8" Iron Rebar Found; thence South 55°17'03" East, 18.72 feet to a Capped 5/8" Iron Rebar Found; thence South 4°20'05" East, 58.41 feet to a Capped 5/8" Iron Rebar Found; thence North 85°39'27" East, 90.00 feet to a Capped 5/8" Iron Rebar Found; thence North 4°20'33" West, 70.00 feet to a Capped 5/8" Iron Rebar Found; thence South 85°39'27" West, 12.00 feet to a Capped 5/8" Iron Rebar Found; thence North 4°20'33" West, 25.00 feet to a Capped 5/8" Iron Rebar Found; thence South 85°39'27" West, 18.00 feet to a Capped 5/8" Iron Rebar Found; thence North 4°20'33" West, 14.00 feet to a Capped 5/8" Iron Rebar Found; thence South 85°39'27" West, 30.00 feet to a Capped 5/8" Iron Rebar Found; thence South 4°20'33" East, 14.00 feet to a Capped 5/8" Iron Rebar Found; thence South 85°39'27" West, 27.52 feet to a Capped 5/8" Iron Rebar Found; thence along a curve to the left, having a radius of 200.24 feet, an arc length of 75.49 feet and a chord bearing and distance of North 75°31'44" West, 75.04 feet to a Capped 5/8" Iron Rebar Found; South 85°25'40" West, 506.41 feet to a Capped 5/8" Iron Rebar Found; thence North 12°39'22" East, 34.50 feet to a Capped 5/8" Iron Rebar Found; North 77°20'38" West, 50.00 to a Capped 5/8" Iron Rebar Found on the Eastern margin of Friendship Road (NCSR 1149); Thence the following courses along said right-of-way: Thence along and with a curve to the right, having a radius of 2,294,163.95 feet, an arc length of 145.91 feet and a chord bearing and distance of North 12°55'13" East, 145.91 feet to a point; Thence along and with a curve to the right, having a radius of 109,556.47 feet, an arc length of 49.41 feet and a chord bearing and distance of North 12°56'06" East, 49.41 feet to a point; Thence along and with a curve to the right, having a radius of 458,639.36 feet, an arc length of 19.72 feet and a chord bearing and distance of North 12°56'57" East, 19.72 feet to a point; North 12°56'57" East, 19.72 feet to a point, said point also being along the Woods Creek Road 60' Prescriptive right-of-way; North 34°28'30" East, 70.50 feet to a computed point; Thence leaving said right-of-way the following courses: North 89°51'20" East, 67.15 feet to a Bent 2" Iron Pipe Found; North

0°54'46" East, 330.20 feet to a 2" Iron Pipe Found; North 89°54'28" East, 1,117.09 feet to the Point of Beginning, containing 6,626,119 square feet or 152.11 acres, more or less.

REZONING DESCRIPTION OF 90.47 ACRES
BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Beginning on a 5/8" Iron Rod found having North Carolina State Plane Coordinates of N: 699,164.84', E: 2,031,423.36'; thence along and with the rezoning line the following courses and distances: South 3°28'36" West, 513.23 feet to a 1 1/2" Iron Pipe found; South 3°29'07" West, 354.19 feet to a 1 1/2" Iron Pipe found; South 6°20'17" East, 116.45 feet to a 1 1/2" Iron Pipe found; South 0°32'51" West, 1,042.32 feet to a 1 1/2" Iron Pipe found; South 0°51'38" West, 452.63 feet to a 1 1/2" Iron Pipe found; South 2°26'58" West, 289.73 feet to a 1 1/2" Iron Pipe found; North 78°38'03" West, 1,560.36 feet to a point; North 1°58'42" East, 2,446.91 feet to a Concrete Monument found; South 89°03'13" East, 758.14 feet to a Concrete Monument found Leaning; North 88°04'27" East, 756.62 feet to the Point of Beginning, containing 3,941,033 square feet or 90.47 acres, more or less.

Subarea 2:

REZONING DESCRIPTION OF 22.96 ACRES
BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Beginning on an Iron Rod found in the western 60' public prescriptive right-of-way line of Friendship Road (NCSR 1149), having North Carolina State Plane Coordinates of N: 701,418.47', E: 2,029,083.48'; thence along and with the rezoning line the following courses and distances: North 77°42'22" West, 533.44 feet to a 3/4" Iron Pipe Found; North 1°02'23" East, 1,197.61 feet to a 3/4" Iron Rod Found; North 58°04'08" East, 23.10 feet to a Right-of-way Concrete Monument found; North 58°24'38" East, 398.81 feet to a 3/4" Iron Pipe Found; North 89°51'20" East, 480.95 feet to a computed point in the western 60' public prescriptive right-of-way line of Friendship Road (NCSR 1149); Thence along and with a curve to the left, having a radius of 17,179.18 feet, an arc length of 114.86 feet and a chord bearing and distance of South 13°07'49" West, 114.86 feet to a point; Thence along and with a curve to the left, having a radius of 426,357.38 feet, an arc length of 139.57 feet and a chord bearing and distance of South 12°55'45" West, 139.57 feet to a point; Thence along and with a curve to the left, having a radius of 499,953.50 feet, an arc length of 47.77 feet and a chord bearing and distance of South 12°53'33" West, 47.77 feet to a point; Thence along and with a curve to the left, having a radius of 741.43 feet, an arc length of 51.91 feet and a chord bearing and distance of South 10°51'33" West, 51.90 feet to a point; Thence along and with a curve to the left, having a radius of 3,350.39 feet, an arc length of 110.34 feet and a chord bearing and distance of South 7°54'36" West, 110.33 feet to a point; Thence along and with a curve to the right, having a radius of 2,961.12 feet, an arc length of 212.43 feet and a chord bearing and distance of South 5°00'20" West, 212.39 feet to a point; Thence along and with a curve to the right, having a radius of 1,076.86 feet, an arc length of 127.04 feet and a chord bearing and distance of South 10°26'26" West, 126.97 feet to a point; Thence along and with a curve to the right, having a radius of 69,868.21 feet, an arc length of 219.38 feet and a chord bearing and distance of South 13°54'37" West, 219.38 feet to a point; Thence along and with a curve to the right, having a radius of 433.21 feet, an arc length of 16.71 feet and a chord bearing and distance of South 15°06'19" West, 16.71 feet to a point; Thence along and with a curve to the right, having a radius of 515,690.44 feet, an arc length of 195.37 feet and a chord bearing and distance of South 16°13'16" West, 195.37 feet to a point; Thence along and with a curve to the right, having a radius of 411,868.84 feet, an arc length of 174.62 feet and a chord bearing and distance of South 16°13'11" West, 174.62 feet to a point; Thence along and with a curve to the right, having a radius of 1,692,515.17 feet, an arc length of 164.38 feet and a chord bearing and distance of South 16°12'18" West, 164.38 feet to the Point of Beginning, containing 1,000,281 square feet or 22.96 acres, more or less.

REZONING DESCRIPTION OF 26.95 ACRES
BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Commencing on an Iron Rod found in the western 60' public prescriptive right-of-way line of Friendship Road (NCSR 1149), having North Carolina State Plane Coordinates of N: 701,418.47', E: 2,029,083.48'; thence North 77°42'22" West, 533.44 feet to a 3/4" Iron Pipe Found, said point being the Point of Beginning; thence along and with the rezoning line the following courses and distances: South 89°37'38" West, 1,960.07 feet to a 1/2" Iron Pipe found; North 58°34'07" East, 1,139.16 feet to an Iron Rod found; North 58°36'46" East, 508.80 feet to a Right-of-way Concrete Monument found; North 58°36'29" East, 674.08 feet to an Iron Rod found; South 1°02'23" West, 1,197.61 feet to the Point of Beginning, containing 1,173,813 square feet or 26.95 acres, more or less.

Subarea 3:

REZONING DESCRIPTION OF 35.93 ACRES
BUCKHORN TOWNSHIP, HOLLY SPRINGS, NORTH CAROLINA

Beginning on a 1" Iron Pipe found having North Carolina State Plane Coordinates of N: 695,898.33', E: 2,029,796.23'; thence along and with the rezoning line the following courses and distances: North 1°58'42" East, 63.62 feet to a point; North 1°58'42" East, 745.58 feet to a point; South 78°38'03" East, 1,560.36 feet to a Concrete Monument found; South 27°22'07" West, 376.23 feet to a 1 1/2" Iron Pipe found; South 47°08'23" East, 155.61 feet to a 1 1/2" Iron Pipe found; South 59°27'41" East, 232.32 feet to a Concrete Monument found; South 15°43'23" West, 354.94 feet to a 1 1/2" Iron Pipe found; South 89°29'35" West, 431.41 feet to a 1" Iron Rebar Found 0.1' North of Property Line; South 89°29'35" West, 19.41 feet to a 1" Iron Pipe Found; South 89°29'35" West, 116.98 feet to a Concrete Monument Found; North 15°34'07" East, 151.68 feet to a Concrete Monument Found; North 84°44'10" West, 388.89 feet to a Concrete Monument Found; South 56°24'01" West, 119.54 feet to a Concrete Monument with Cap Found; South 64°12'40" West, 32.28 feet to a 5/8" Iron Rebar Found along the Northern margin of Holly Springs New Hill Road (NCSR 1152); South 64°12'40" West, 32.63 feet to a Computed point in the middle of Holly Springs New Hill Road (NCSR 1152); Thence along and with a curve to the right, having a radius of 851.68 feet, an arc length of 123.69 feet and a chord bearing and distance of South 42°20'06" East, 123.28 feet to a point; South 89°29'35" West, 32.16 feet to a 1/2" Iron Pipe Found; South 89°31'19" West, 36.01 feet to a 1" Pinched Iron Pipe Found; South 89°31'19" West, 308.84 feet to a 1" Iron Pipe Found; South 89°27'25" West, 118.85 feet to an Iron Pipe Found with 3/4" bent nail; South 89°30'51" West, 131.82 feet to a Concrete Monument Found; North 1°58'42" East, 412.87 feet to the Point Of Beginning, containing 1,565,288 square feet or 35.93 acres, more or less.



Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 17.

Public Hearings

Title: Friendship Innovation Master Plan Major Amendment - 21-MAS-04-A02 - Quasi-Judicial Public Hearing

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

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

Action(s):

- Conduct Quasi-judicial public hearing.
- Make and accept the Findings of Fact for consideration of and to approve/deny/defer Major Subdivision Plan Amendment 21-MAS-04-A02 Friendship Innovation Master Plan with the conditions listed in the attachment.

Explanation:

- The September 19th public hearing was opened and continued per the applicant's request to provide additional information for the concurrent rezoning request.
- The Town has received a request to amend the approved Friendship Innovation Park Master Plan, which was created using the 2002 UDO standards. The amendment will add two parcels to the plan and make revisions to reflect the 2022 UDO and a concurrent Conditional District Rezoning (22-REZ-17).
- A Detailed Master Plan establishes the primary transportation network, utility layout, common landscaping, trails, and open spaces for the entire project area. If the Detailed Master Plan amendment is approved, the next step in the development process will be detailed development plans for individual sites in accordance with the UDO and Conditional District Rezoning.
- This development is proposing to tie to the public potable water and reclaimed water currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development.
- This development is proposing to tie to the public sanitary sewer network currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. There is expected to be additional pump stations needed to serve the portion of the project located east of Friendship Road.
- The town adopted a Water Resource Management Policy that went into effect July 1, 2023. This application was submitted prior to July 1st and therefore is not subject to the policy at this time.
- Per the Town's UDO and CTP, the development is required to design and construct roadway improvements along all property frontages to meet ½ of the ultimate cross

section. In this case, there are parcels on both sides of Friendship Road, so there are portions of Friendship Road will be widened on both sides, completing the ultimate build of the roadway. There are also small portions of thoroughfare widening required across the property frontage along both Woods Creek Rd and Holly Springs New Hill Rd.

- The Town's CTP identifies two new roadways to be constructed in this area that directly impact this development. The first is located on the northern end of the development that ultimately connects to US 1 and the second roadway is located towards the center of the development that will ultimately create a "fourth leg" at the intersection of Friendship Rd and Holly Springs New Hill Rd.
- A TIA Revision was completed with this Rezoning Revision as required by the NCDOT and the Town. Per the Transportation Mitigation Agreement, the TIA recommended traffic mitigation improvements will be designed and constructed by the developer.
- A Development Agreement was approved by Town Council with the original Rezoning and Major Subdivision plan for Friendship Innovation Park. No revisions have been proposed at this time.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on August 22, 2023:

- Liked that a variety of housing will be provided in close proximity to employment uses. This gives workers the option of walking or biking to work.
- Requested that the applicant consider including a grocery store and gas station to serve this area of town.
- Appreciated the setbacks that were being provided in the different areas of the project based on adjacent existing uses.

Planning Board Recommendation:

The Planning Board recommended approval (6-1) [2 absent]

- Mr. Bess voted against the motion for the proposal not being consistent with the Innovation Village Future Land Use Plan designation, providing too much flexibility, for being too large and not walkable with residential units only proposed in subareas 2 and 3, and for not having standards to ensure an integration of uses/building types, space for smaller businesses/maker/artists, gradual transition to adjacent existing development, or other elements of an Innovation Village.

Background:

- The Friendship Innovation Park Master Plan was approved on September 7, 2021 for industrial development.
- The site was rezoned from R-30 Residential to RT Research & Technology and CB Community Business on October 19, 2021. The RT zoning was reassigned to BRT Business & Research Technology on March 1, 2022 with the adoption of the 2022 UDO.
- A Development Plan (21-DP-08) was approved for the Amgen site on November 30, 2021. Another Development Plan (22-DP-10) is currently under separate review for Friendship Industrial.
- 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

Planning Board Meeting
October 17, 2023

be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.

- Applicable Ordinance: 2022 UDO
- Process: Quasi-judicial, Detailed Master Plan Major Amendment

Funding Source(s):

N/A

Attachment(s):

1. 22MAS04A02_FriendshipMASAmend_PB_082223
2. 21MAS04A02_FriendshipMAS_Petition
3. 21MAS04A02_FriendshipMAS_Plans
4. 21MAS04A02_FriendshipInnovation_MotionsandConditions



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR MASTER PLAN MAJOR AMENDMENT Friendship Innovation Park 21-MAS-04-A02

APPLICANT:

Timmons Group
Brandon McLamb
5410 Trinity Rd., Suite 102
Raleigh, NC 27607

DEVELOPER:

Trustwell Property Group
Jon Keener
3717 National Dr., Suite 209
Raleigh, NC 27612

OWNER:

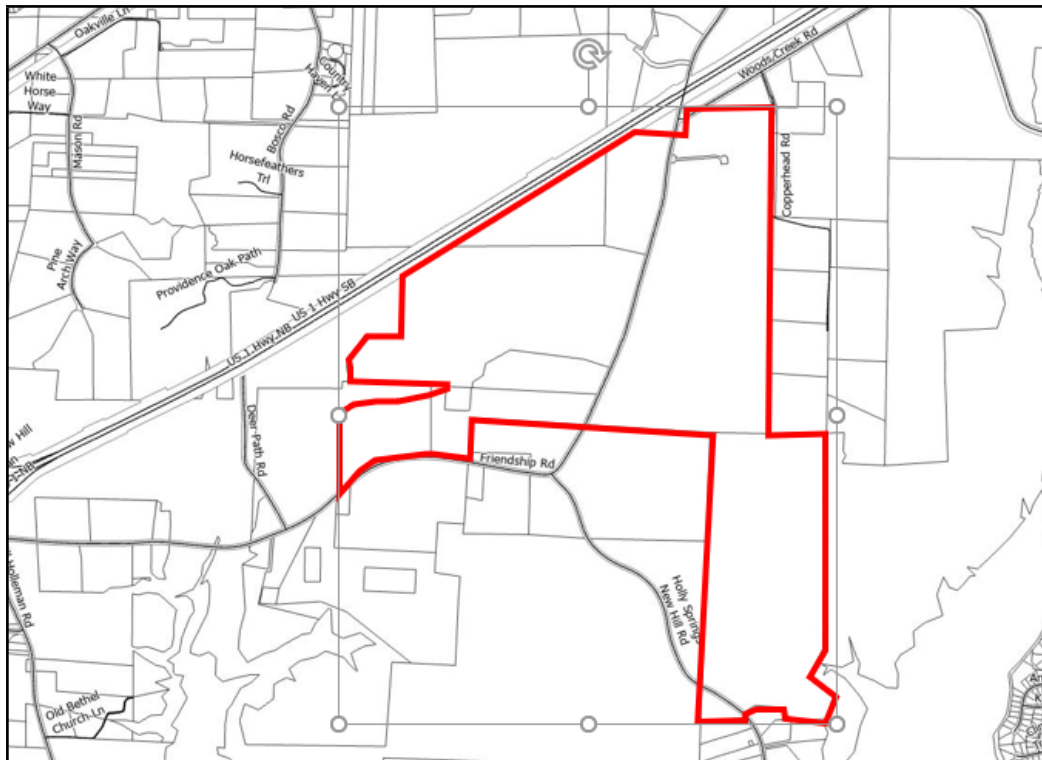
Trustwell Property Group
Jon Keener
3717 National Dr., Suite 209
Raleigh, NC 27612

OWNER:

Friendship Road Landco, LLC
CMP Management LLC
400 N Ashley Dr., Suite 1100
Tampa, FL 33602

OWNER:

Amgen Inc.
1 Amgen Center Dr.
Thousand Oaks, CA 98320

LOCATION:

[X] Within Corporate Limits of Holly Springs [X] Within Holly Springs ETJ [X] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: August 22, 2023
Town Council: September 19, 2023

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

ATTACHMENTS: Preliminary Plans, Petition

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Helix Ventures, LLC	0720719912	BRT Business & Research Technology *Pending Rezoning to IVMX-CD (22-REZ-17)	26.95 acres
	0639076303	RR Rural Residential *Pending Rezoning to IVMX-CD (22-REZ-17)	127.88 acres
Friendship Road Landco, LLC	0720904944	BRT Business & Research Technology, CB Community Business *Pending Rezoning of a portion to IVMX-CD (22-REZ-17)	195.97 acres
	0629597133	RR Rural Residential *Pending Rezoning to BRT (22-REZ-17)	21.28 acres
	0629696598	BRT Business & Research Technology	2.15 acres
	0629797990	BRT Business & Research Technology	15.46 acres
Amgen, Inc.	0720702658	BRT Business & Research Technology	108.94 acres
TOTAL			498.63 acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RR Rural Residential BRT Business & Research Technology CB Community Business (Pending rezoning to change some BRT and CB parcels to IVMX-CD)	Residential / Vacant / Employment
North	RR Rural Residential	Residential
South	RR Rural Residential R-80 (Wake County Jurisdiction)	Residential / Vacant
East	RR Rural Residential BRT CU Business & Research Technology Conditional Use R-80 (Wake County Jurisdiction)	Residential / Vacant
West	RR Rural Residential R-80 (Wake County Jurisdiction)	Residential / Substation / Vacant

PROPERTY HISTORY

Rezoning History

Rezoning Number: 21-REZ-03
Original Zoning: R-30 Residential
Proposed Zoning: RT Research &

Rezoning Number: 22-REZ-17
Original Zoning: RR Rural Residential, BRT Business & Research Technology, and CB

Technology
(Reassigned to BRT Business & Research
Technology March 1, 2022), and CB
Community Business
Approved by Town Council on: Oct. 19, 2021

Community Business
Proposed Zoning: IVMX-CD Innovation
Village Mixed Use Conditional Zoning District
and BRT Business & Research Technology
Approved by Town Council on: TBD

Master Plan History

Master Plan Number: 21-MAS-04
Master Plan for Industrial Development
(Friendship Innovation Park)
Approved by Town Council on: September 7,
2021

Development Plan History

Development Plan Number: 21-DP-08
Amgen
Approved by Town Council on: Nov.30, 2021

Development Plan Number: 22-DP-10
Friendship Industrial
Approved by Town Council on: TBD, Under
Review

DEVELOPMENT AGREEMENT

A Development Agreement was approved by Town Council with the original Rezoning and Major Subdivision plan for Friendship Innovation Park. No revisions have been proposed at this time.

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request for a Master Plan Major Amendment for the Friendship Innovation Park, generally located near the intersection of Friendship Road and Holly Springs New Hill Road that was previously approved in September of 2021. The proposed major amendment is to add two additional parcels totaling 149.16 acres to the Master Plan and update the Master Plan requirements based on a proposed rezoning for the Park.

The parcels are pending a rezoning to BRT Business & Research Technology and IVMX-CD Innovation Village Mixed Use Conditional Zoning District (22-REZ-17) which will need to be approved prior to the approval of the amendment. The proposed rezoning and Master Plan amendment will not impact the development of the previously approved Amgen site or Friendship Industrial development currently under review. Plan sheets from Master Plan 21-MAS-04-A01 apply to these sites and have been incorporated into the plan set.

The applicant has submitted a subdivision plan which establishes the vehicular & utility access for each lot, new lot lines, and common landscaping. The Major Subdivision Plan features eight (8) PODs (A-H) for future development. A minimum of 5 lots and a maximum of 40 lots is proposed by the applicant. Once the subdivision plan is approved, the applicant will then need to submit detailed development plans for the individual sites.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Future Land Use & Character Plan Designations: Innovation Village and Business & Industrial

Land Use & Character

The Land Use & Character plan designations for these properties Innovation Village and Business & Industrial.

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

Business & Industrial centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings that are clustered and may support and serve one another. Business & Industrial centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Development Standards

Lot Arrangement:

Minimum Number of Lots: 5
Maximum Number of Lots: 40

Minimum Lot Size: None
Maximum Lot Size: None

Minimum Lot Frontage:

BRT: 100 ft.
IVMX-CD: None

Minimum Setbacks

BRT
Freeway – US 1: 100 ft.
Thoroughfare: 30 ft.
Front (minimum): BRT - 30 ft.; IVMX-CD – 5 ft.
Front (maximum): BRT - n/a; IVMX – CD – 20 ft. except none for manufacturing and distribution
Side - Corner: BRT - 30 ft.; IVMX-CD – 5 ft.
Side & Rear: 5 ft.

Interior Setbacks:
Out Lots: 5 ft

Building Height:

Maximum Building Height:
BRT: 100 ft

IVMX-CD Areas 1 & 2: 100 ft for employment, office, mixed-use buildings, and standalone hotels.
45 ft for standalone retail buildings

IVMX-CD Area 3: 75 ft for employment, office and mixed-use buildings, standalone apartments and hotels

Minimum Building Height:
IVMX-CD Areas 2 & 3: 20 ft for standalone retail

Landscape Requirements:

Perimeter Yard/Buffer:

Along Friendship Rd.: 10 ft Type B – Semi Opaque
Along Holly Springs New Hill Rd: 10 ft Type B – Semi Opaque
All other property lines: 50 ft Type C – Opaque (adjacent to residential districts)
50 ft Type A – Open (adjacent to employment/campus use districts)

Developed Open Space Requirements

Minimum Required: (1% of project area (4.98 acres))

Provided: Developed open space will be met through Development Plans

General Regulations

Fences:

A decorative black fence detail has been provided for all common area fencing. Fencing location will be reviewed at time of site-specific development plan.

Architectural and Site Design Requirements

Common architectural details are established with this Subdivision Plan and with the IVMX Conditional Zoning District. These are in addition to the Building Design Standards found in the UDO. Architectural design standards will be reviewed for each site-specific development plan.

Lighting:

Lighting Plans will be submitted and reviewed with future Development Plan submittals.

Site lighting will be shoe box style LED lighting with black poles and fixtures.

Pedestrian Circulation

Sidewalks will be provided along all street frontages. In addition, the provided open space shall be connected by sidewalks and/or pedestrian pathways to promote a well-connected pedestrian network per the zoning conditions.

PARKS & RECREATION

The Towns CTP does not specify any Greenway or Sidepath improvements required within the area of this proposal. The proposal is located within a Park Search Area, but the Town's UDO does not require land dedication for non-residential project such as this, and no land dedication is being proposed.

CIVIL IMPROVEMENTS

Water Service:

This development is proposing to tie to the public potable water currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. The proposed potable watermain will extend along each property frontage to serve the development and may ultimately need to extend northeast along Woods Creek Road to tie into water facilities being proposed by another project. A fire flow analysis report revision were completed with this Major Subdivision plan. Adjacent parcels will be provided with a public watermain stub to help facilitate future development.

Reclaimed Water Service:

This development is proposing to tie to the public reclaimed water currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. The proposed reclaimed watermain will extend along each property frontage to serve the development and may ultimately need to extend northeast along Woods Creek Road to tie into water facilities being proposed by another project. A hydraulic water model revision was completed with this Major Subdivision plan. Adjacent parcels will be provided with a public watermain stub to help facilitate future development.

Sewer Service:

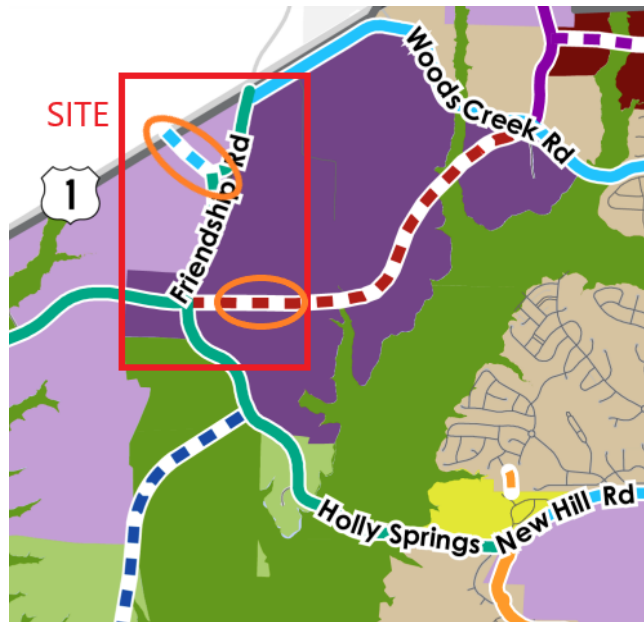
This development is proposing to tie to the public sanitary sewer network currently being installed as part of the Town's off-site Design-Build Utility Project. The developer is responsible for connection to the off-site utilities and construct the extensions necessary to service the entire development. The Design-Build project also includes a sanitary sewer pump station (Friendship Pump Station) on the western side of the development site. There is expected to be 2 to 3 additional pump stations needed to serve the portion of the project located east of Friendship Road. The eastern pump stations are dependent on the Friendship Pump Station as they will likely discharge via forcemain to that facility. One of these eastern pump stations is definitive, while the second two may or may not be necessary. Additional utility design and evaluation will be required with this project as it progresses through the development process and more information is available related to the off-site utility design.

A sewer study revision, including downstream sewer evaluation and pump station capacity analysis was completed with this rezoning revision. The study concluded that the Friendship Pump Station can successfully handle the additional area added to this development, knowing that the secondary capacity will eventually be triggered as the area builds out. The sewer study revision also included a preliminary analysis of a second definitive pump station on the western side of Friendship Rd. The forcemain extension from this pump station is expected to be substantial, however, additional analysis and design will be required as development plans for this area move forward.

Transportation:

Per the Town's Unified Development Ordinance (UDO) and Comprehensive Transportation Plan (CTP), the development is required to design and construct roadway improvements along all property frontages to meet ½ of the ultimate cross section. In this case, there are parcels on both sides of Friendship Road, so there are portions of Friendship Road will be widened on both sides, completing the ultimate build of the roadway. There are also small portions of thoroughfare widening required across the property frontage along both Woods Creek Rd and Holly Springs New Hill Rd.

The Town's CTP identifies two new roadways to be constructed in this area that directly impact this development. The first is located on the northern end of the development that ultimately connects to US 1 and the second roadway is located towards the center of the development that will ultimately create a "fourth leg" at the intersection of Friendship Rd and Holly Springs New Hill Rd.



A Traffic Impact Analysis (TIA) Revision was completed with this Rezoning Revision as required by the NCDOT and the Town. Town Staff and NCDOT are still in negotiations with the developer regarding the required mitigation improvements associated with this development. The final list of mitigation requirement will be memorialized in the Transportation Mitigation Agreement (TMA) prior to the scheduled Town Council Meeting.

Environmental & Stormwater:

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

REQUESTED ACTION

Motion that the Planning Board recommend the Town Council approve / deny Master Plan Major Amendment 21-MAS-04-A02 for Friendship Innovation Park as submitted by Timmons Group, dated 08/24/23, Project Number 54941 with the following conditions:

1. All previous conditions of approval for *Friendship Innovation Park Rezoning*, *Friendship Innovation Park Conditional District Rezoning*, and *Friendship Innovation Park Master Plan* apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
3. ALL recommendations from the TIA and as a result of Town and NCDOT review associated with this project, as memorialized in the Transportation Mitigation Agreement (TMA), must be designed and constructed by the developer.
4. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
5. If build out exceeds the anticipated time frame in the approved TIA, an update of the TIA will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.

6. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
7. The sewer study associated with this Rezoning/Master Plan was completed at a high level or a "master plan" level, meaning the infrastructure associated with this master plan will not be eligible to go straight to Construction Drawings. Development plans will be required first.
8. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
9. The following note must be clearly reflected on the plats and construction drawings: "Pump station site owned by the Town of Holly Springs may be expanded in the future and there will be routine operation inspections and maintenance on the premises once the pump station is in operation."
10. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report, or update to the Sewer Study, will be required with first construction drawing submittal for all lines and lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development.
11. Offsite Utility Infrastructure Incomplete: If any off-site utility facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Town. The Town is not responsible for completion of off-site utility facilities unless otherwise approved through a Development Agreement and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
12. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
13. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
14. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
15. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information.
16. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.
17. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.
18. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.
19. With any Development Plan Application associated with the Master Subdivision Plan, the following is required:
 - a. Revise and update the Sewer Master Plan Preliminary Design Report (PDR) to confirm that each development proposal/phase is within the parameters of the previously approved reports and plans and determine if further evaluation or design is needed.
 - b. The 'Potential Gravity Sewer' outfall shown on the Gravity Sewer Maps, on the east side of Friendship Rd. discharges to Pump Station #3 (southeast pump station) and is in compliance with expectations in the Town's Engineering Design & construction Standards (EDCS) and Comprehensive Plan.

- i. If an interim or permanent pump station is proposed in lieu of a gravity sewer solution, the applicant is required to provide justification in the form of an economic analysis, cost estimates, narrative and exhibits to Town Staff for review, and determination by the Director, in accordance with the EDCS.
 - c. Continue to monitor the Friendship Regional Pump Station and determine if the next phase is required. The developer is responsible for the design and construction of such upgrades.
- 20. With any Development Plan Application associated with the Master Subdivision Plan, that includes a proposed pump station, the following is required:
 - a. If a 'Potential Future Interim Pump Station #1', 'Potential Future Interim Pump Station #2' or Secondary/Southeastern pump station (Pump Station #3) is proposed as a sewer solution by the applicant and deemed acceptable by the Director, the following is required.
 - i. The applicant's Engineer is required to submit a Preliminary Engineering Report (PER) and Preliminary Pump Station Site Plan, at the time of the associated Development Plan, for any new permanent or interim Pump Station, in accordance with the Town's EDCS.
 - ii. For an Interim Pump Station, a phasing plan and narrative is required. An Interim Pump Station phasing plan and narrative should outline the schedule and activities for how the Developer will take the Interim Pump Station offline in the future, install the necessary infrastructure to provide gravity sewer to a manhole or permanent pump station, restore conditions at the Interim Pump Station site, etc., in accordance with the Town's EDCS.
 - iii. A "Pre-Design Meeting" is required with any approved request for a new permanent or interim Pump Station prior to submitting an Interim Pump Station phasing plan and narrative, a Preliminary Engineering Report (PER) and Preliminary Pump Station Site Plan, in accordance with the Town's EDCS.
 - iv. Two (2) potential future force main designs for the Secondary/Southeastern pump station (Pump Station #3) are included in the Master Subdivision Plan and associated PER.
 - a. The proposed manifold force main design requires approval from the Director for a request for exception from the Town's Engineering Design & Construction Standards.
 - b. The preferred force main design should be determined no later than the "Pre-Design Meeting" with the applicant and the Town.

DEVELOPMENT PETITION

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



Petition Type:

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

* Specify purpose of amendment on Certificate of Plan Revisions

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Friendship Innovation Park Master Plan

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

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

Project Location: Friendship Road, Apex, North Carolina 27539

Use street address. If none, use the closest intersection

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

PIN: Multiple Parcels (see map) Real Estate ID: Multiple Parcels (see map)

Project Acreage (rounded to nearest tenth): 505.66 Partial Parcel: ☐ No ☐ Yes (additional fee)

Current Zoning: BRT, IVMX-CD Proposed Use (see UDO Table 3.2.A): Commercial, Industrial, and Mixed Use

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

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

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

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

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

Project Applicant/Contact

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

Name Jon Keener Company Trustwell Property Group

Mailing Address 3717 National Dr, Suite 209

City Raleigh State NC Zip 27612

Telephone # (919) 371-6208 E-Mail jon@trustwellgroup.com

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

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

Design Professional if different than Applicant/Contact

Name Blake Hall Company Timmons Group

Mailing Address 5410 Trinity Road, Suite 102

City Raleigh State NC Zip 27607

Telephone # (919) 866-4933 E-Mail blake.hall@timmons.com

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

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

Developer

Name Jon Keener Company Trustwell Property Group
Mailing Address 3717 National Dr, Suite 209
City Raleigh State NC Zip 27612
Telephone # (919) 371-6208 E-Mail jon@trustwellgroup.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Architect

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

Landscape Architect

Name Blake Hall Company Timmons Group
Mailing Address 5410 Trinity Road, Suite 102
City Raleigh State NC Zip 27607
Telephone # (919) 866-4933 E-Mail blake.hall@timmons.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name Christopher Brewer Company Friendship Landco, CMP Management, LLC
Mailing Address 400 N Ashley Dr, Suite 1100
City Tampa State FL Zip 33602
Telephone # (813) 598-7344 Alternate Telephone # (_____)
Fax # (_____) E-Mail cbrewer@cmpreit.com
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Cara Hylton Company Helix Ventures LLC
Mailing Address 3717 National Dr, Suite 209
City Raleigh State NC Zip 27612
Telephone # (919) 371-6208 E-Mail cara@trustwellgroup.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

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

Signature:  Date: 10/28/2022

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.

ADDITIONAL MEETING HELD 03-22-2023

☐ Neighborhood Meeting Date: 10-17-2022
Time: 5:30 - 6:30 PM
Location: HOLLY SPRINGS CULTURAL CENTER

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 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: 10-03-2022 AND 03-22-2023

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:

MEETING HELD; PARTICIPANTS WERE LIMITED TO THOSE ON
THE DEVELOPMENT AND DESIGN TEAM. NO ISSUES TO NOTE.

PARTICIPATION LISTED ON SIGN-IN SHEET - NO ISSUES WERE NOTED ON
2ND MEETING HELD ON 03-22-2023 - SUMMARY OF MEETING ATTACHED

Attach Additional Sheets as needed

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

N/A

Attach Additional Sheets as needed

Additional attachments required for the report:

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

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

10-17-2022

AND 03-22-2023



5410 Trinity Road
Suite 102
Raleigh, NC 27607

P 919.866.4951
F 919.859.5663
www.timmons.com

March 22, 2023

RE: SITE ZONING REQUEST MEETING SUMMARY

Site Zoning: Wake County Parcel Identification Numbers – [0629597133, 0639076303, 0720719912, 0720904923]

Phase 1A Development: Wake County Parcel Identification Numbers – [0629797990 & 0720904923]

A neighborhood meeting was held at the Holly Springs Cultural Center at 300 West Ballentine Street in Holly Springs, NC 27540 at 5:30 PM on March 22, 2023. The room location was “01 Board Room”.

The below information was relayed to the attendees of the meeting, which are listed in the Neighborhood Meeting Report:

The Town of Holly Springs to request a zoning change for a portion of 2 parcels totaling approximately **381.26** acres at 0 Friendship Road and 12532 Holly Springs New Hill Road. The properties being rezoned were relayed to the attendees as follows:

- 21.28 acre parcel - PIN # 0629597133
- 127.88 acre parcel - PIN # 0639076303
- 26.95 acre parcels - PIN # 0720719912
- 205.15 acre parcel – PIN # 0720904923

Maps, on 24” X 36” boards were presented to the attendees that outlined the vision of the project.

The maps included the delineation of the area being rezoned, the vision of the overall business park, and concept images of the park.

During the meeting, attendees spoke with the team listed on the sign-in sheet and discussed the following:

- Overall circulation and transportation vision of the project and impact to their properties
- Future Widening efforts along road frontages of the existing roadways
- Current water pressure challenges that exist on their homes as a result of their private wells, unrelated to this project
- Tree buffers associated with their adjacent properties and intent to keep existing trees and vegetation around the perimeter of the property and in low-lying stream/wetland locations that will also provide natural buffers from the development
- Developer and Design team shared contact information with attendees so that they could reach out if they wanted additional information.

Respectfully,

Brandon McLamb, PE
Timmons Group
Brandon.McLamb@timmons.com

Name	Address 1	Address 2	Address 3
MILLS, STEPHEN V MILLS, NANCY O	535 BUCKROE DR	SANFORD NC 27330-7285	
BELL, RONALD T	3812 COPPERHEAD RD	APEX NC 27539-8776	
DENTON, KEITH DENTON, SANDRA DENISE PATTON	4312 FRIENDSHIP RD	APEX NC 27539-8759	
RRPLT LLC	2004 BUCKINGHAM WAY	APEX NC 27502-9340	
TARRENCE, JAMES EDWARD JR	3832 COPPERHEAD RD	APEX NC 27539-8776	
DC GOODWIN FARM LTD PTNRP	226 WOODSIDE DR	HARRISBURG NC 28075-8442	
ANDREAS, MICHAEL T ANDREAS, LYNN B	7617 WOODS CREEK RD	APEX NC 27539-8741	
AMGEN INC	1 AMGEN CENTER DR	THOUSAND OAKS CA 91320-1730	
WAKE COUNTY	WAKE COUNTY ATTORNEY'S OFFICE	PO BOX 550	RALEIGH NC 27602-0550
MILLS, STEPHEN V MILLS, NANCY O	3504 SUNNY DR	MOREHEAD CITY NC 28557-3034	
UCW INC	PO BOX 866	APEX NC 27502-0866	
BLAND, THOMAS M. BLAND, BETH BUSHMAN	3724 FRIENDSHIP RD	APEX NC 27502-8721	
GOODWIN, SANDRA GAIL TRUSTEE GOODWIN, ALFRED KENT TRUSTEE	274 MAY FARM RD	PITTSBORO NC 27312-5738	
BEHNKE, DEBRA ANN	417 CULVERT ST	APEX NC 27502-1731	
BEHNKE, DEBRA ANN	4313 FRIENDSHIP RD	APEX NC 27539-8759	
RAYMER, DAVID F RAYMER, SHARON L	4617 FRIENDSHIP RD	APEX NC 27539-8763	
DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST	CHARLOTTE NC 28202-4200
FRIENDSHIP ROAD LANDCO LLC	CMP MANAGEMENT LLC	400 N ASHLEY DR STE 1100	TAMPA FL 33602-4324
HELIX VENTURES LLC	3717 NATIONAL DR STE 209	RALEIGH NC 27612-4877	
BAUCOM, CHARLES DANIEL	2440 HIGH RIDGE DR	RALEIGH NC 27606-8605	
PRINCE, BETTY D PRINCE, LUTHER M JR	3800 FRIENDSHIP RD	APEX NC 27539-8700	
GEORGE HEELAN IRREVOCABLE TRUST	10046 BISHOPS GATE BLVD	PINEVILLE NC 28134-6568	
STONE, RICHARD E STONE, JEANNE Z	3817 BOSCO RD	NEW HILL NC 27562-9741	

PROJECT: FRIENDSHIP INNOVATION PARK

MEETING: NEIGHBORHOOD MEETING

DATE: 17-OCT-2022

NAME (PLEASE PRINT)	COMPANY	ADDRESS	TELEPHONE	EMAIL
BRANDON MCLAMB, PE	TIMMONS GROUP	5410 TRINITY RD, SUITE 102 RALEIGH, NC 27607	919-866-4935	BRANDON.MCLAMB@TIMMONS.COM
JAY RAPP			919-337-2663	jay@helixventures.net
Chris Pitz	Trustwell		919-668-9524	Chris@trustwellgroup.com
Gary Zrawski	ARCO		919-836-6873	gzrawski@arco.com



5410 Trinity Road
Suite 102
Raleigh, NC 27607

P 919.866.4951
F 919.859.5663
www.timmons.com

March 7, 2023

RE: SITE ZONING REQUEST/PHASE 1A DEVELOPMENT PETITION

Site Zoning: Wake County Parcel Identification Numbers – [0629597133, 0639076303, 0720719912, 0720904923]

Phase 1A Development: Wake County Parcel Identification Numbers – [0629797990 & 0720904923]

Dear Property Owner,

We are writing to advise you that Timmons Group, Inc is preparing to submit to the Town of Holly Springs to request a zoning change for a portion of 2 parcels totaling approximately **381.26** acres at 0 Friendship Road and 12532 Holly Springs New Hill Road. The properties to be rezoned are as follows:

- 21.28 acre parcel - PIN # 0629597133
- 127.88 acre parcel - PIN # 0639076303
- 26.95 acre parcels - PIN # 0720719912
- 205.15 acre parcel – PIN # 0720904923

This rezoning application is requesting to change the property located at 0 Friendship Road totaling **21.28** acres from its current zoning of RR zoning district to BRT (Business and Research Technology) zoning district per Town of Holly Springs Unified Development Ordinance (TOHS UDO) Section 3.2. This rezoning request is to allow for commercial/office buildings and matches the zoning of the adjacent parcels to the east and north.

This rezoning application is also requesting to change the property located at 12532 Holly Springs New Hill Road totaling **127.88** acres from its current zoning of RR (Residential) zoning district to IVMX (Innovation Village Mixed-Use). This rezoning request is to allow for commercial/office buildings, retail, multi-family residential and other uses per TOHS UDO Section 3.2.

This rezoning application is also requesting to change the properties located at 0 Friendship Road totaling **232.10** acres from its current zoning of BRT, CB, and RR zoning district to IVMX (Innovation Village Mixed-Use). This rezoning request is to allow for commercial/office buildings, retail, multi-family residential and other uses per TOHS UDO Section 3.2.

We will also be reviewing the first phase of the development (Phase 1A) which is compliant with it's current BRT zoning and adjacent to parcel PIN # 0629597133 being rezoned

You are receiving this notice as a property owner within close proximity of this site so that we may invite you to an informational meeting, where we will present the details of the rezoning request and Phase 1A development. We will have an open discussion with you and your neighbors to address any questions or concerns you may have.

The neighborhood meeting will be at the Holly Springs Cultural Center at 300 West Ballentine Street in Holly Springs, NC 27540 at 5:30 PM on March 22, 2023. The room location is "01 Board Room".

Respectfully,

Brandon McLamb, PE
Timmons Group
Brandon.McLamb@timmons.com

RAYMER, SHARON L	Company	4617 FRIENDSHIP RD	APEX NC 27539-8763
CC YIELD NORTH LLC		601 S TRYON ST STE 800	CHARLOTTE NC 28202-1841
INGRAM, WALLACE JEFFREY INGRAM, HEATHER BARTON		12509 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
WRENN, CARL BRUCE WRENN, PATRICIA W		12512 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
ERWIN, SAMUEL EARL		12515 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
COMBS, WAYNE L COMBS, RAMONA		12504 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
OAK GROVE MISSIONARY BAPTIST CH		7201 TEN TEN RD	APEX NC 27539-7900
HANMANN, DESIREE N HANMANN, LISA R		12521 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
ZAPPITELLI, LAUREN		12505 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
BARE, SYLVIA H		12517 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
FRIES, CARLOS E		12508 HOLLY SPRINGS NEW HILL RD	APEX NC 27539-6524
Cheryl Caines, Senior Planner	Town of Holly Springs	128 S Main Street	Holly Springs, NC 27540

PROJECT: FRIENDSHIP INNOVATION PARK

MEETING: NEIGHBORHOOD MEETING

DATE: 22-MAR-2023

[illegible]

MAJOR SUBDIVISION PLAN

FRIENDSHIP INNOVATION PARK

HOLLY SPRINGS, NORTH CAROLINA
PROJECT NUMBER: PLDMP202200303 (21-MAS-04-A02)

UTILITY / MUNICIPALITY CONTACTS:

- A. TOWN OF HOLLY SPRINGS

DEVELOPMENT SERVICES DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
(919) 557-2914
- C. BURIED CABLE LOCATION

NC 811
- B. TOWN OF HOLLY SPRINGS

DEVELOPMENT SERVICES DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
(919) 557-3933
- D. DUKE ENERGY

(866) 582-6345

CONSULTANT CONTACTS:

- OWNER

HELIX VENTURES LLC
CONTACT: CARA HYLTON
3717 NATIONAL DRIVE, SUITE 209
RALEIGH, NC 27612
PHONE: 919-371-6208
- SITE ENGINEER/ LANDSCAPE ARCHITECT

TIMMONS GROUP
CONTACT: BLAKE HALL
5410 TRINITY ROAD, SUITE 102
RALEIGH, NC 27607
PHONE: 919-866-4933
- DEVELOPER/APPLICANT

TRUSTWELL PROPERTY GROUP
CONTACT: JON KEENER
3717 NATIONAL DRIVE, SUITE 209
RALEIGH, NC 27612
PHONE: 919-371-6208

SANITARY SEWER FLOW ESTIMATION

SITE INFORMATION
TOTAL FRIENDSHIP DEVELOPMENT = 498.63 ACRES
PREVIOUS FRIENDSHIP ACREAGE (w/ AMGEN) = 349.47 ACRES
ADDITIONAL (NEW) FRIENDSHIP ACREAGE = 149.16 ACRES

LAND USE TYPE : INDUSTRIAL, RESIDENTIAL, & RETAIL
RESIDENTIAL SQUARE FOOTAGE = ±523,600 SF
NON-RESIDENTIAL SQUARE FOOTAGE = ±2,895,000 SF
TYPE OF RESIDENTIAL UNIT : MULTI-FAMILY

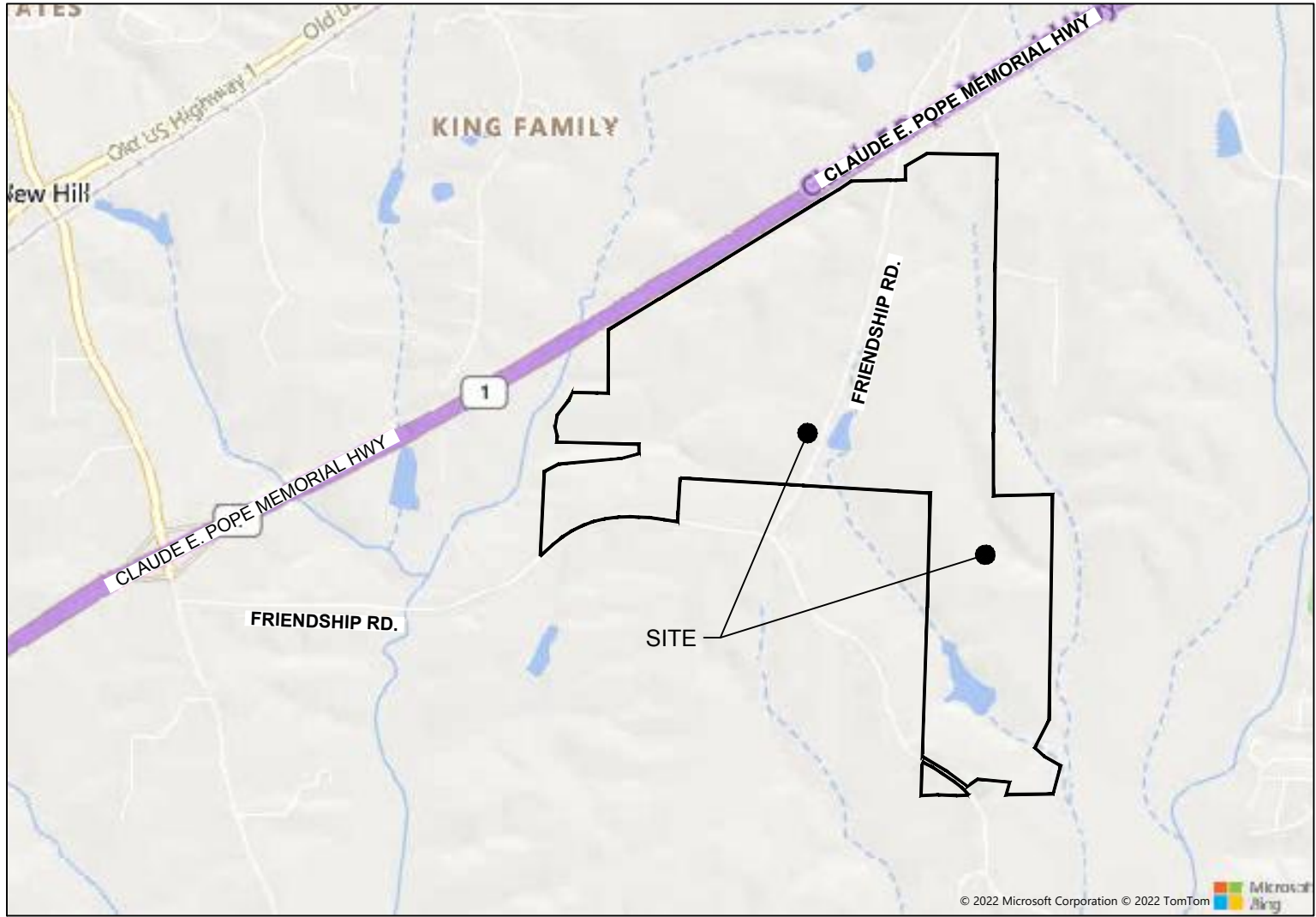
FLOW FACTOR (GPD / AC)
AVG DAILY DEMAND = 1,866 GPD / ACRE (PREVIOUS FRIENDSHIP SITE)
AVG DAILY DEMAND = 1,500 GPD / ACRE (ADDITIONAL ACREAGE TO FRIENDSHIP PUMP STATION)
ANTICIPATED SEWER DEMAND FOR TOTAL DEVELOPMENT = 1,521 GPM

AVERAGE DAILY DEMAND
349.47 ACRES x 1,866 GPD / ACRE = 652,111.00 GPD = 452.85 GPM
149.16 ACRES x 1,500 GPD / ACRE = 223,740.00 GPD = 155.38 GPM
452.85 GPM + 155.38 GPM = 608.23 GPM

MAXIMUM DAILY DEMAND
MDD = ADD x 2.5
608.23 GPM x 2.5 = 1,520.58 GPM

UPSTREAM / ADJACENT PROPERTY INFORMATION
PROPERTY ACREAGE = 19.54 ACRES
19.54 ACRES x 1,500 GPD / DAY x 2.5 = 50.89 GPM PEAK DEMAND

SITE DATA TABLE	
PINS:	0639076303, 0629597133, 0720719912, 0720904944, 0720702658, 0629696598, & 0629797990
SITE AREA:	498.63 ACRES
ZONING: (PENDING REZONING)	BRT - 155.89 ACRES (31.26%) & IVMX-CD - 342.74 ACRES (68.74%)
RIVER BASIN:	CAPE FEAR
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	SEE DESIGN MANUAL
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	N/A
MAXIMUM NON RESIDENTIAL LOT SIZE:	N/A
MIN. NUMBER OF NON RESIDENTIAL LOTS:	5
MAX. NUMBER OF NON RESIDENTIAL LOTS:	40
MIN. REQUIRED OPEN SPACE: (1% OF PROJECT AREA)	4.98 ACRES



VICINITY MAP
1" = 2000'

Sheet List Table			
Sheet Number	Sheet Title	Sheet Number	Sheet Title
C0.0	COVER SHEET	L2.1	LANDSCAPE PLAN
C0.1	ARCHITECTURAL MASTER PLAN	L2.2	LANDSCAPE PLAN
C0.2	SITE POD PLAN	L2.3	LANDSCAPE NOTES & DETAILS
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN	C0.0 - A	COVER SHEET
C2.0	OVERALL MASTER PLAN	C0.1 - A	ARCHITECTURAL MASTER PLAN
C2.1	MASTER PLAN	C1.0 - A	EXISTING CONDITIONS & DEMOLITION PLAN
C2.2	MASTER PLAN	C3.0 - A	OVERALL MASTER PLAN
C2.3	MASTER PLAN	C3.1 - A	MASTER PLAN
C2.4	MASTER PLAN	C3.2 - A	MASTER PLAN
C2.5	MASTER PLAN - FRIENDSHIP RD WIDENING	C3.3 - A	MASTER PLAN
C2.6	MASTER PLAN - FRIENDSHIP RD WIDENING	C3.4 - A	OVERALL PRELIMINARY UTILITY AND DRAINAGE PLAN
C2.7	MASTER PLAN - FRIENDSHIP RD WIDENING	C3.5 - A	PRELIMINARY UTILITY AND DRAINAGE PLAN
C2.8	MASTER PLAN - HOLLY SPRINGS NEW HILL RD WIDENING	C3.6 - A	PRELIMINARY UTILITY AND DRAINAGE PLAN
C2.9	MASTER PLAN - HOLLY SPRINGS NEW HILL RD WIDENING	C3.7 - A	PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.0	OVERALL MASTER UTILITY PLAN	C3.8 - A	SEWER BASIN MAP
C3.1	MASTER UTILITY PLAN	C4.0 - A	DRAINAGE AREA MAP
C3.2	MASTER UTILITY PLAN	C5.0 - A	NOTES AND DETAILS
C3.3	MASTER UTILITY PLAN	C6.0 - A	OVERALL OFFSITE ROAD IMPROVEMENT PLAN
C3.4	SEWER BASIN MAP	L1.0 - A	TREE PRESERVATION PLAN
C3.5	SEWER BASIN MAP	L2.0 - A	OVERALL LANDSCAPE PLAN
C5.0	NOTES AND DETAILS	L2.1 - A	LANDSCAPE PLAN
L1.0	OPEN SPACE AND TREE PRESERVATION PLAN	L2.2 - A	LANDSCAPE PLAN
L2.0	OVERALL LANDSCAPE PLAN	L2.3 - A	LANDSCAPE PLAN
		L2.4-A	LANDSCAPE DETAILS

- NOTES:
- PODS E AND F REGULATED BY 21-MAS-04-A01 VERSION OF THE FRIENDSHIP MASTER PLAN. THESE SHEETS ARE DENOTED BY AN 'A' ADDED TO THE SHEET NUMBER.

EXISTING PARCELS			
PIN	OWNER	ACREAGE	EXISTING ZONING
0720702658	AMGEN INC	108.94	BRT
0720719912	HELIX VENTURES LLC	26.95	IVMX-CD
0720904944	FRIENDSHIP ROAD LANDCO LLC	195.97	IVMX-CD; BRT
0629797990	HELIX VENTURES LLC	15.46	BRT
0639076303	HELIX VENTURES LLC	127.88	IVMX-CD
0629597133	FRIENDSHIP ROAD LANDCO LLC	21.28	BRT
0629696598	FRIENDSHIP ROAD LANDCO LLC	2.15	BRT



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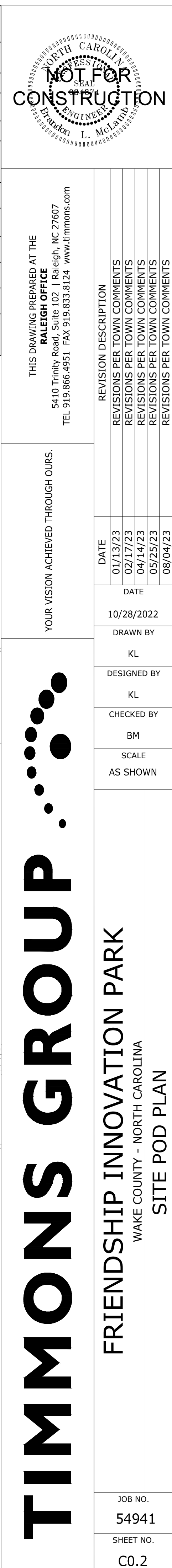
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WAKE COUNTY - NORTH CAROLINA

COVER SHEET

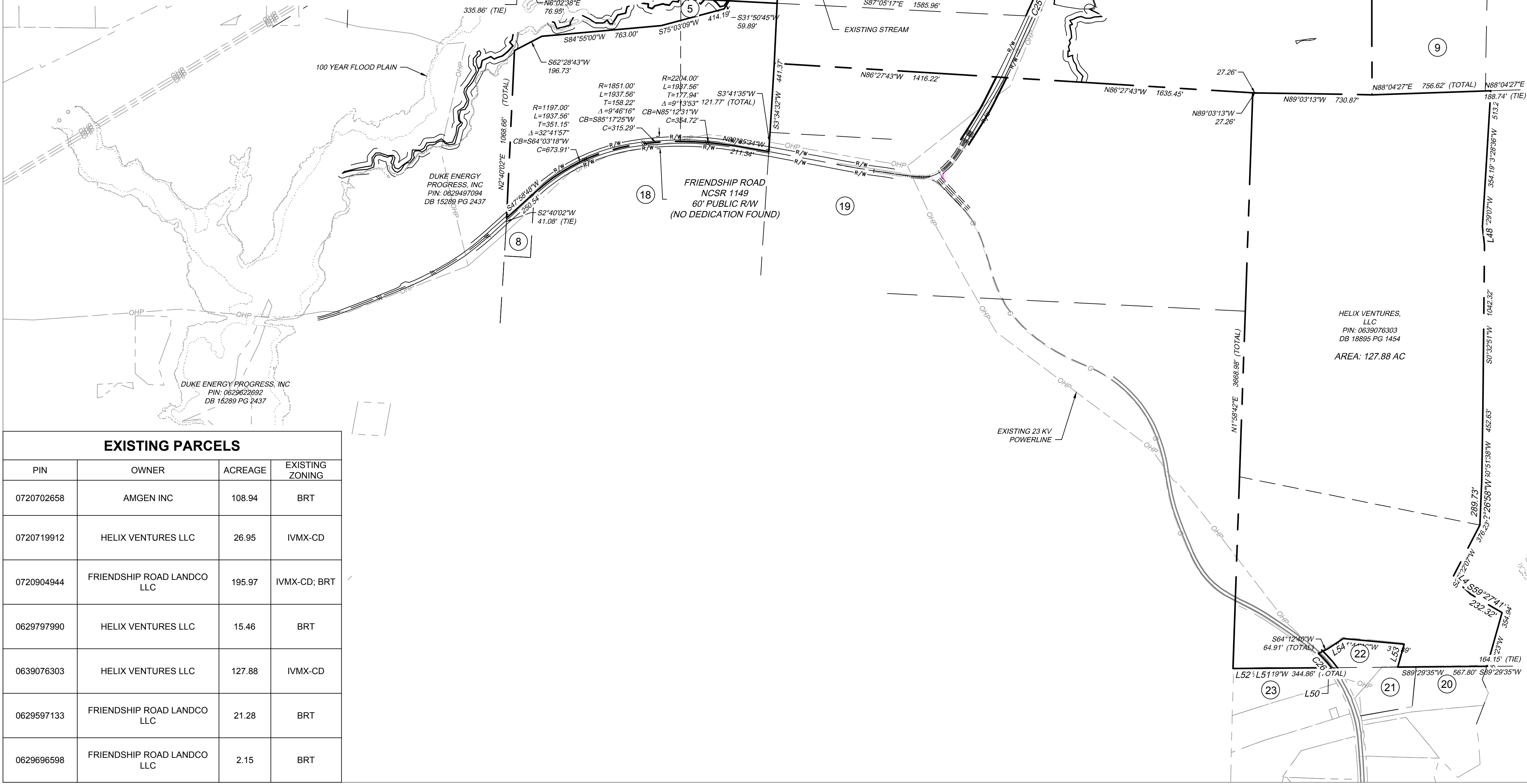
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ADJACENT PARCELS					
NUMBER	PIN	OWNER	ACREAGE	ZONING	DEED BOOK
①	0730043464	HASTING, JEFFREY GOODWIN TRUSTEE FBO BOBBY STEELE	12.54	R-30	DB-014587 PG-01572
②	0720931641	BLAND, THOMAS M. BLAND, BETH BUSHMAN	5.00	R-30	DB-016919 PG-02596
③	0720838629	RRPLT LLC	9.15	R-30	DB-015769 PG-02162
④	0720628996	BAUCOM, CHARLES DANIEL	133.63	R-30	DB-013283 PG-01993
⑤	0629694740	DUKE ENERGY PROGRESS INC	0.37	BRT	DB-013283 PG-01993
⑥	0720512303	STONE, RICHARD E STONE, JEANNE Z	10.35	R-30	DB-006618 PG-00579
⑦	0720407997	WILLIAMS, DANNY RAY WILLIAMS, LAUREN E	7.70	R-30	DB-017189 PG-00493
⑧	0629582244	RAYMER, DAVID F RAYMER, SHARON L	1.07	RR	DB-012875 PG-02730
⑨	0639190520	MILLS, STEPHEN V MILLS, NANCY O	12.40	RR	DB-003052 PG-00758
⑩	0730100231	UCW INC	11.44	RR	DB-014742 PG-01606
⑪	0730100815	BELL, RONALD T	11.29	RR	DB-003809 PG-00474
⑫	0730110581	BELL, RONALD T	11.29	RR	DB-003809 PG-00474
⑬	0730124768	CC YIELD NORTH LLC	67.93	RR	DB-019213 PG-00546
⑭	0730131203	CC YIELD NORTH LLC	7.13	RR	DB-019213 PG-00550
⑮	0730038536	ANDREAS, MICHAEL T ANDREAS, LYNN B	4.00	RR	DB-014179 PG-00361
⑯	0730033609	TARRENCE, JAMES EDWARD JR	3.99	RR	DB-016446 PG-02396
⑰	0730034435	TARRENCE, JAMES EDWARD JR	3.96	RR	DB-016707 PG-01850
⑱	0629783277	BEHNKE, DEBRA ANN	12.55	RR	DB-018108 PG-02694
⑲	0629887564	GEORGE HEELAN IRREVOCABLE TRUST	82.00	RR	DB-015083 PG-02206



EXISTING PARCELS			
PIN	OWNER	ACREAGE	EXISTING ZONING
0720702658	AMGEN INC	108.94	BRT
0720719912	HELIX VENTURES LLC	26.95	IVMX-CD
0720904944	FRIENDSHIP ROAD LANDCO LLC	195.97	IVMX-CD; BRT
0629797990	HELIX VENTURES LLC	15.46	BRT
0639076303	HELIX VENTURES LLC	127.88	IVMX-CD
0629597133	FRIENDSHIP ROAD LANDCO LLC	21.28	BRT
0629696598	FRIENDSHIP ROAD LANDCO LLC	2.15	BRT

⑳	0639151365	WRENN, CARL BRUCE WRENN, PATRICIA W	3.03	RR	DB-002782 PG-00323
㉑	0639057343	WRENN, CARL BRUCE WRENN, PATRICIA W	2.00	RR	DB-002782 PG-00323
㉒	0639055584	OAK GROVE MISSIONARY BAPTIST CHURCH	2.25	RR	DB-001056 PG-00542
㉓	0639051480	HANMANN, DESIREE N HANMANN, LISA R	2.97	RR	DB-018935 PG-00836

SURVEY NOTES:

- BOUNDARY SURVEY PREPARED FOR HELIX VENTURES, LLC.
- PORTIONS OF THIS PROPERTY LIE IN ZONE AE, A SPECIAL FLOOD HAZARD AREA, PER FIRM #3720062800, PANEL 0626, EFFECTIVE DATE MAY 02, 2006 AND FIRM #3720072001, PANEL 0720, EFFECTIVE DATE MAY 02, 2006.
- HORIZONTAL CONTROL IS BASED ON NC STATE GRID, NAD'83 (2011) AS DETERMINED BY GPS. ALL DISTANCES SHOWN ARE GROUND DISTANCES. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. OTHER EASEMENTS MAY EXIST ON THIS SITE.
- EASEMENTS AND RIGHTS-OF-WAYS SHOWN ARE PER DEEDS AND PLATS OF RECORD.
- NOT ALL IMPROVEMENTS HAVE BEEN SHOWN.
- APPROXIMATE LOCATION OF CP&L/DUKE PROGRESS TRANSMISSION LINE EASEMENT, CP&L DRAWING NUMBER L-D-2633 REFERENCED ON BM 2008 PG 928. SAID DRAWING WAS NOT PROVIDED AT THE TIME OF THE SURVEY. DB 2331 PG 138, DB 2345 PG 237, DB 2764 PG 710 & DB 3521 PG 460 ARE 30' WIDE POWER EASEMENTS TO CP&L BUT ARE BLANKET IN NATURE AND THE LOCATION CANNOT BE PLOTTED.

SITE DATA TABLE

PINS:	0639076303, 0629597133, 0720719912, 0720904944, 0720702658, 0629696598, & 0629797990
SITE AREA:	498.63 ACRES
ZONING: (PENDING REZONING)	BRT - 155.89 ACRES (31.26%) & IVMX-CD - 342.74 ACRES (68.74%)
RIVER BASIN:	CAPE FEAR
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	SEE DESIGN MANUAL
MINIMUM YARDS:	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	N/A
MAXIMUM NON RESIDENTIAL LOT SIZE:	N/A
MIN. NUMBER OF NON RESIDENTIAL LOTS:	5
MAX. NUMBER OF NON RESIDENTIAL LOTS:	40
MIN. REQUIRED OPEN SPACE: (1% OF PROJECT AREA)	4.98 ACRES

GENERAL NOTES:

- THE SITE IS LOCATED WITHIN THE CAPE FEAR RIVER BASIN AND IS SUBJECT TO THE BUFFER PROVISIONS OF SECTION 4.8.4 OF THE HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE.
- NO FEMA IDENTIFIED FLOODWAYS AND/OR 100-YEAR FLOOD PLAINS ARE PRESENT ON SITE.
- THE SITE IS NOT WITHIN A WATERSHED PROTECTION AREA.
- ADJACENT PROPERTY INFORMATION FROM WAKE COUNTY GIS.
- ZONING DESIGNATIONS FROM HOLLY SPRINGS ZONING MAP AND FROM WAKE COUNTY GIS.
- ZONE CFBI OF THE BUFFER MUST BE LEFT COMPLETELY UNDISTURBED (LABEL)
- NO FILL MATERIAL IS TO BE BROUGHT INTO THE CFBI BUFFERS
- NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE BUFFER AREAS

LEGEND		
● IFF - IRON PIPE FOUND	⑤ MH DRAINAGE	⊠ SPRINKLER BOX
○ IRF - IRON ROD FOUND	⑥ MH SANITARY	⊠ SPRINKLER HEAD
● CP - COMPUTED BOUNDARY POINT	⑦ MH ELECTRIC	⊠ SPRINKLER VALVE
△ CP - COMPUTED EASEMENT POINT	⑧ MH TELEPHONE	⊠ GAS TEST LOCATION
□ CMF - CONCRETE MONUMENT	⑨ MH WATER	⊠ GAS METER
○ MNF - MAG NAIL FOUND	⑩ ELECTRIC BOX	⊠ GAS VALVE
○ RSF - RAILROAD SPIKE FOUND	⑪ TELEPHONE PEDESTAL	⊠ FLAG POLE
○ CSF - COTTON SPINDLE FOUND	⑫ CABLE TV PEDESTAL	⊠ TREE
⊠ BFP - BACKFLOW PREVENTER	⑬ SIGN	⊠ BOLLARD
⊠ WV - WATER VAULT	⑭ ELECTRIC METER	⊠ BOREHOLE
⊠ VT - TELEPHONE VAULT	⑮ WATER METER	⊠ AC UNIT
⊠ TC - TRAFFIC CONTROL BOX	⑯ WATER VALVE	⊠ MAILBOX
⊠ VP - POWER VAULT	⑰ FIRE HYDRANT	⊠ CLEAN OUT
⊠ VU - UTILITY VAULT	⑱ POWER POLE	⊠ GUY
○ WF - WETLAND FLAG	⊠ LIGHT POLE	⊠ WELL
RCF - REINFORCED CONCRETE PIPE	⊠ GROUND LAMP	⊠ MONITORING WELL
CMF - CORRUGATED METAL PIPE	⊠ HVAC - HEATING, VENTILATION AND AIR CONDITIONING	⊠ ROOF DRAIN
VOP - VITRIFIED CLAY PIPE	⊠ LSA - LANDSCAPED AREA	⊠ WATER SPIGOT
DIP - DUCTILE IRON PIPE	⊠ R/W - RIGHT-OF-WAY	⊠ LINE NOT SURVEYED
HDPE - HIGH DENSITY POLYETHYLENE PIPE	⊠ P/L - PROPERTY LINE	⊠ STORM LINE
FES - FLARED END SECTION	⊠ C/L - CENTERLINE	⊠ FENCE
MKG - FIBER OPTIC MARKER	⊠ WTS - NOT TO SCALE	⊠ OVERHEAD POWER LINE
MKG - GAS MARKER	⊠ GV - GAS VALVE	⊠ PAINTED GAS LINE
TVP - TELEVISION PEDESTAL	⊠ CB - CATCH BASIN	⊠ PAINTED POWER LINE
SIGP - SIGNAL POLE	⊠ GI - GRATE INLET	⊠ PAINTED STORM LINE
⊠ RECORD	⊠ YI - YARD INLET	⊠ PAINTED TELEPHONE LINE
⊠ WCR - WAKE COUNTY RECORDS	⊠ CI - CURB INLET	⊠ PAINTED WATER LINE
⊠ DB - DEED BOOK	⊠ EP - EDGE OF PAVING	⊠ EDGE OF TREELINE
⊠ PB - PLAT BOOK	⊠ TBC - TOP BACK OF CURB	
⊠ PAGE	⊠ COR - CHATHAM COUNTY RECORD	
⊠ SF - SQUARE FEET	⊠ WCR - WAKE COUNTY RECORDS	



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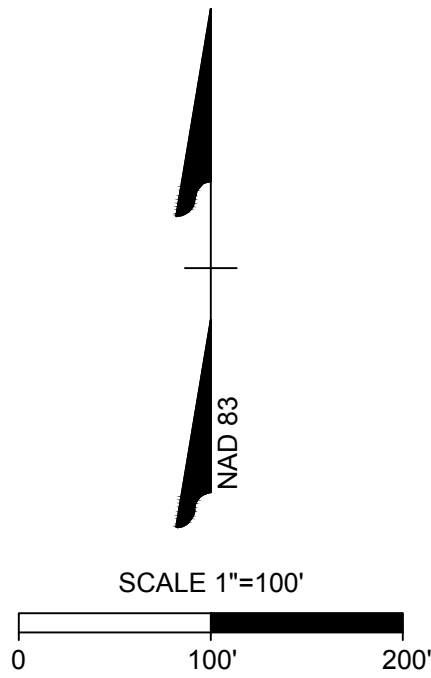
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FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA
EXISTING CONDITIONS & DEMOLITION PLAN

JOB NO.
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1. ALL CONSTRUCTION WILL BE TO TOWN OF HOLLY SPRINGS OR NCDOT STANDARDS, SPECIFICATIONS, AND DETAILS.
2. ALL DRIVEWAYS MUST BE INSTALLED TO THE MINIMUM TOWN OF HOLLY SPRINGS OR NCDOT STANDARDS.
3. ALL PROPOSED BUILDINGS, VEHICULAR AREAS, PEDESTRIAN AREAS, SIGNAGE AND LANDSCAPING WILL MEET TOWN ARCHITECTURAL AND SITE DESIGN REQUIREMENTS, AS WELL AS THE DESIGN GUIDELINES THAT ACCOMPANY THE MAJOR SUBDIVISION PLAN.
4. WHERE SIDEWALK IS PROPOSED AT THE BACK OF CURB SIDEWALK SHALL BE A MINIMUM OF 6' WIDE.
5. DOUBLE WHEELCHAIR RAMPS ARE TO BE INSTALLED AT ALL PUBLIC STREET INTERSECTIONS WHERE SIDEWALK IS REQUIRED. WHEN SIDEWALK IS NOT REQUIRED, CURB IS TO BE DEPRESSED AT ALL RAMP LOCATIONS.
6. ALL STREETS SHOWN ON THESE PLANS SHALL HAVE THE FULL WIDTH OF RIGHT-OF-WAY CLEARED AND GRUBBED WITHIN 50' OF ALL STREET INTERSECTIONS.
7. NO SIGHT OBSTRUCTIONS OR PARTIALLY OBSTRUCTING WALL, FENCE, FOLIAGE, BERM, SIGN, PARKED VEHICLE, OR OTHER OBJECTS BETWEEN THE HEIGHTS OF TWO FEET AND EIGHT FEET ABOVE THE CURB LINE ELEVATION (OR THE EDGE OF PAVEMENT IF NO CURB EXISTS) SHALL BE PLACED WITHIN SIGHT DISTANCE TRIANGLE.



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FRIENDSHIP INNOVATION PARK

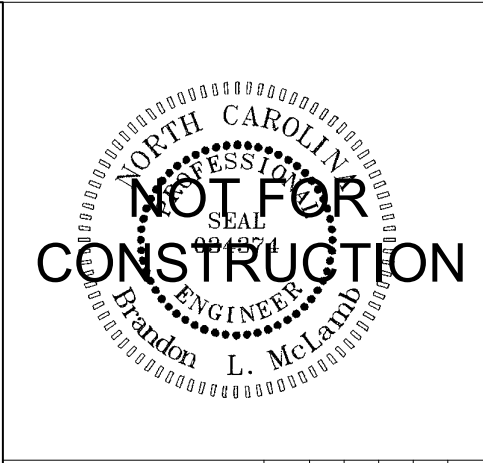
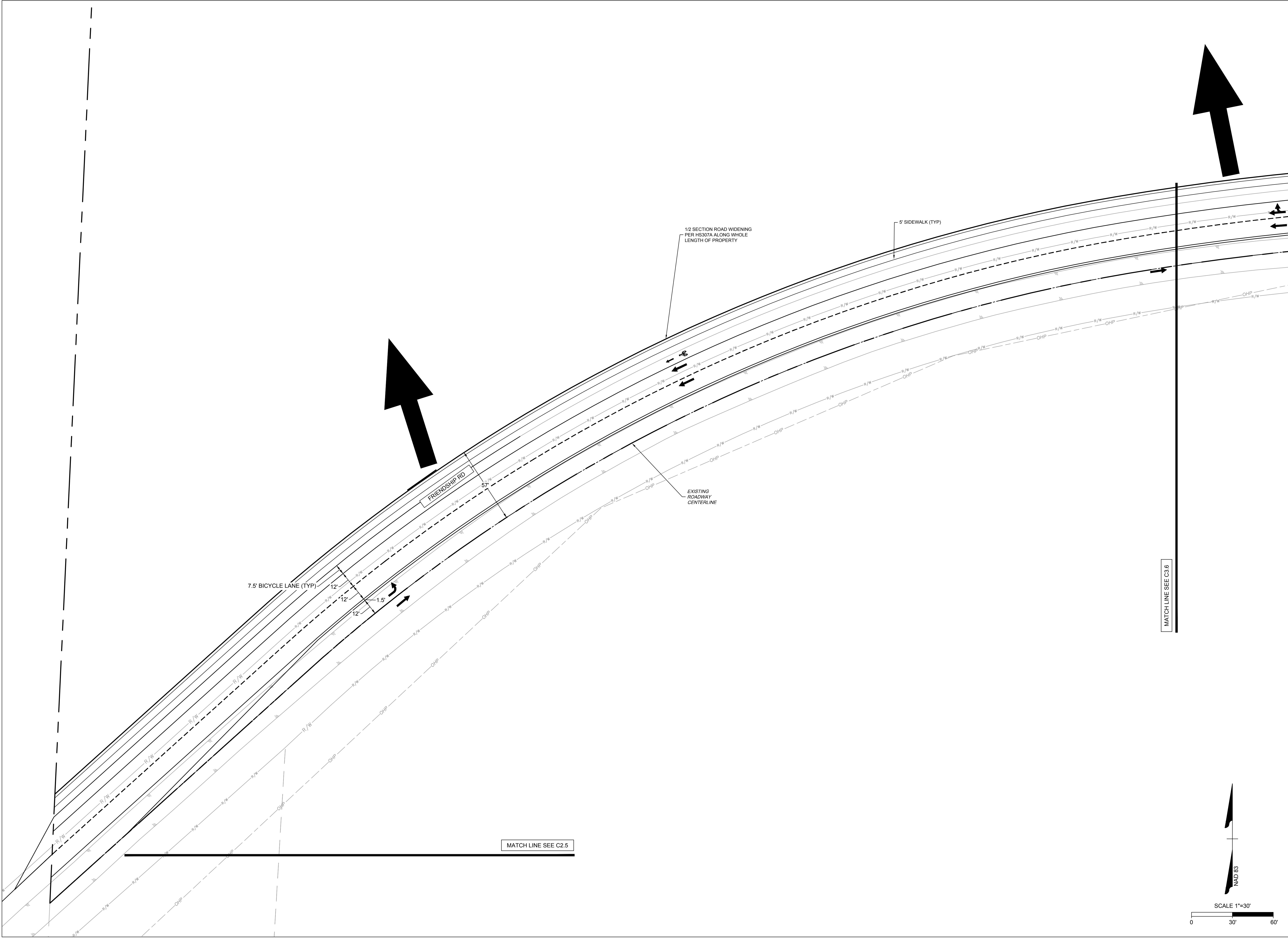
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MASTER PLAN

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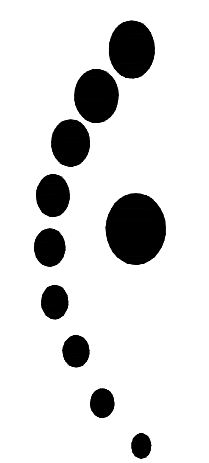
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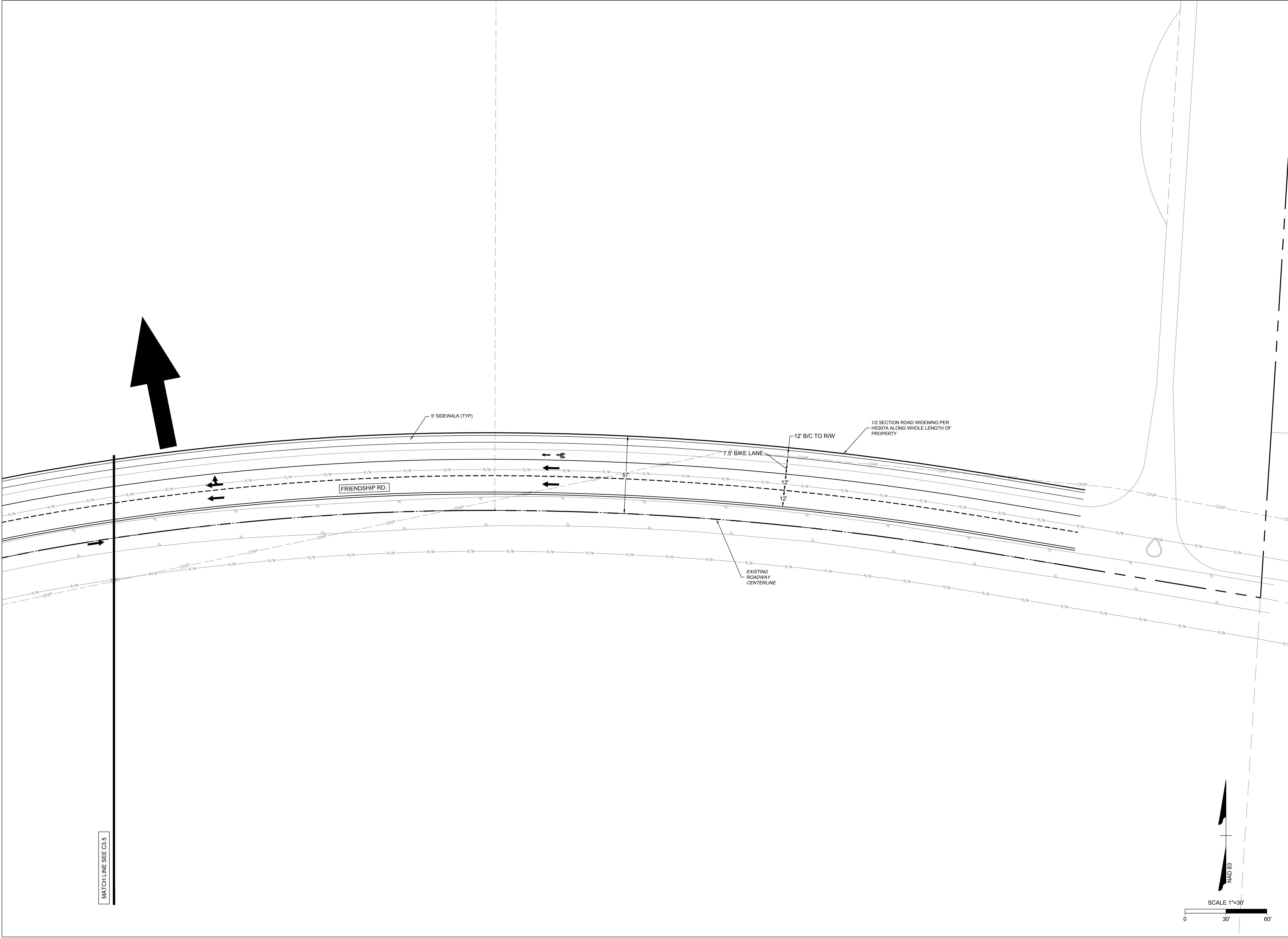
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FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA

MASTER PLAN - FRIENDSHIP RD WIDENING

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WAKE COUNTY - NORTH CAROLINA

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NOT FOR CONSTRUCTION

SEAL

Timmons L. McLean

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WAKE COUNTY - NORTH CAROLINA

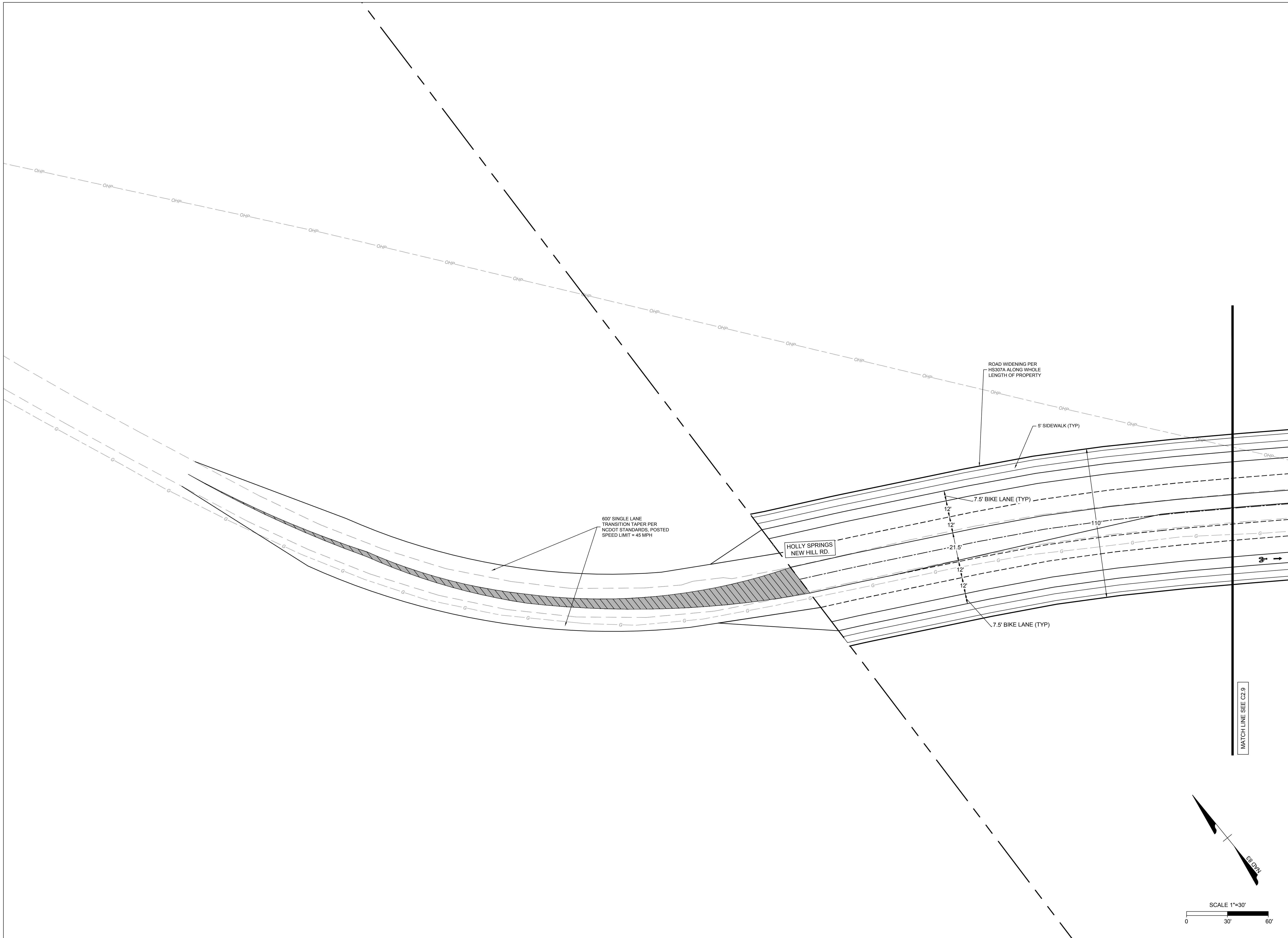
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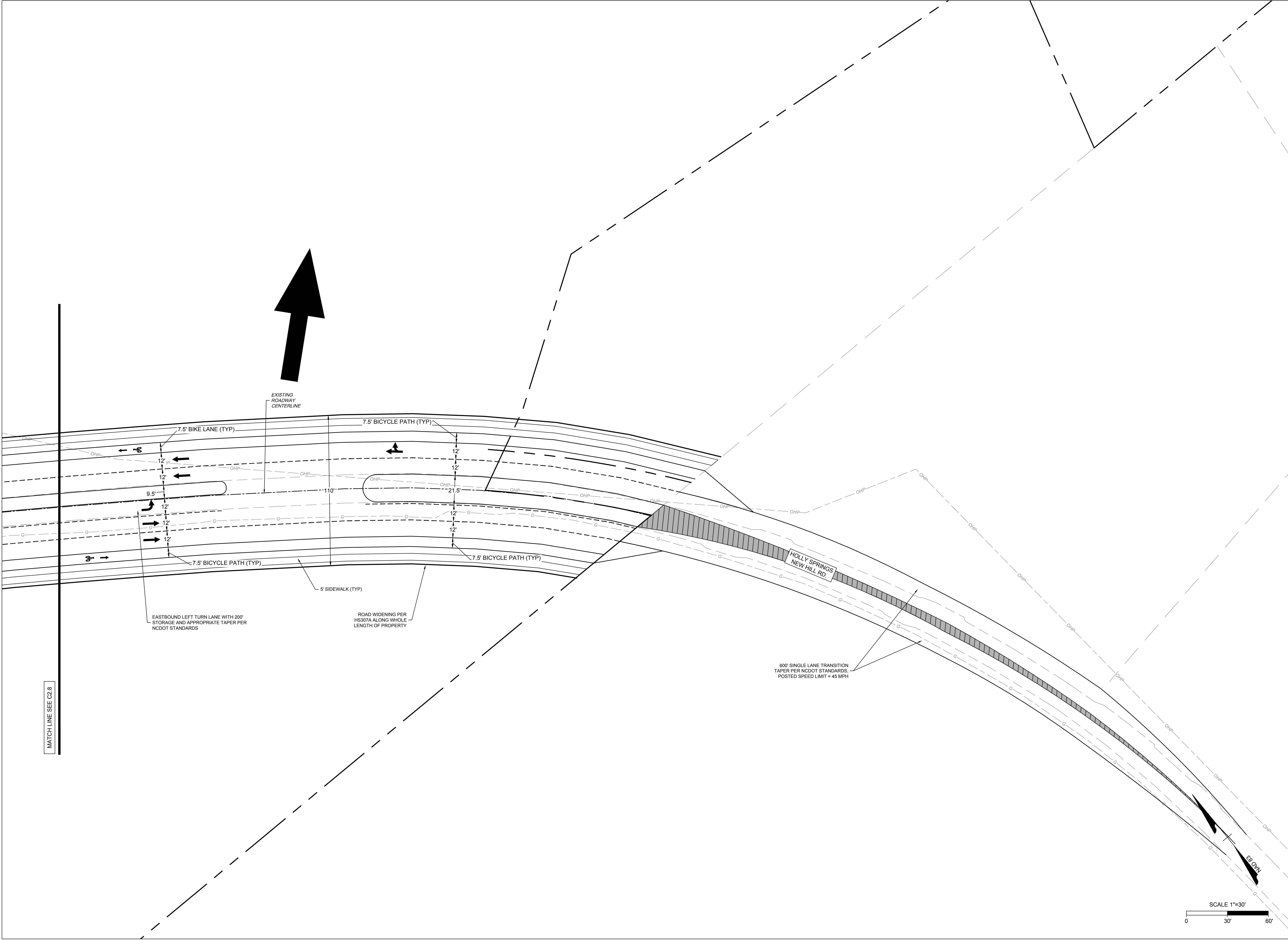
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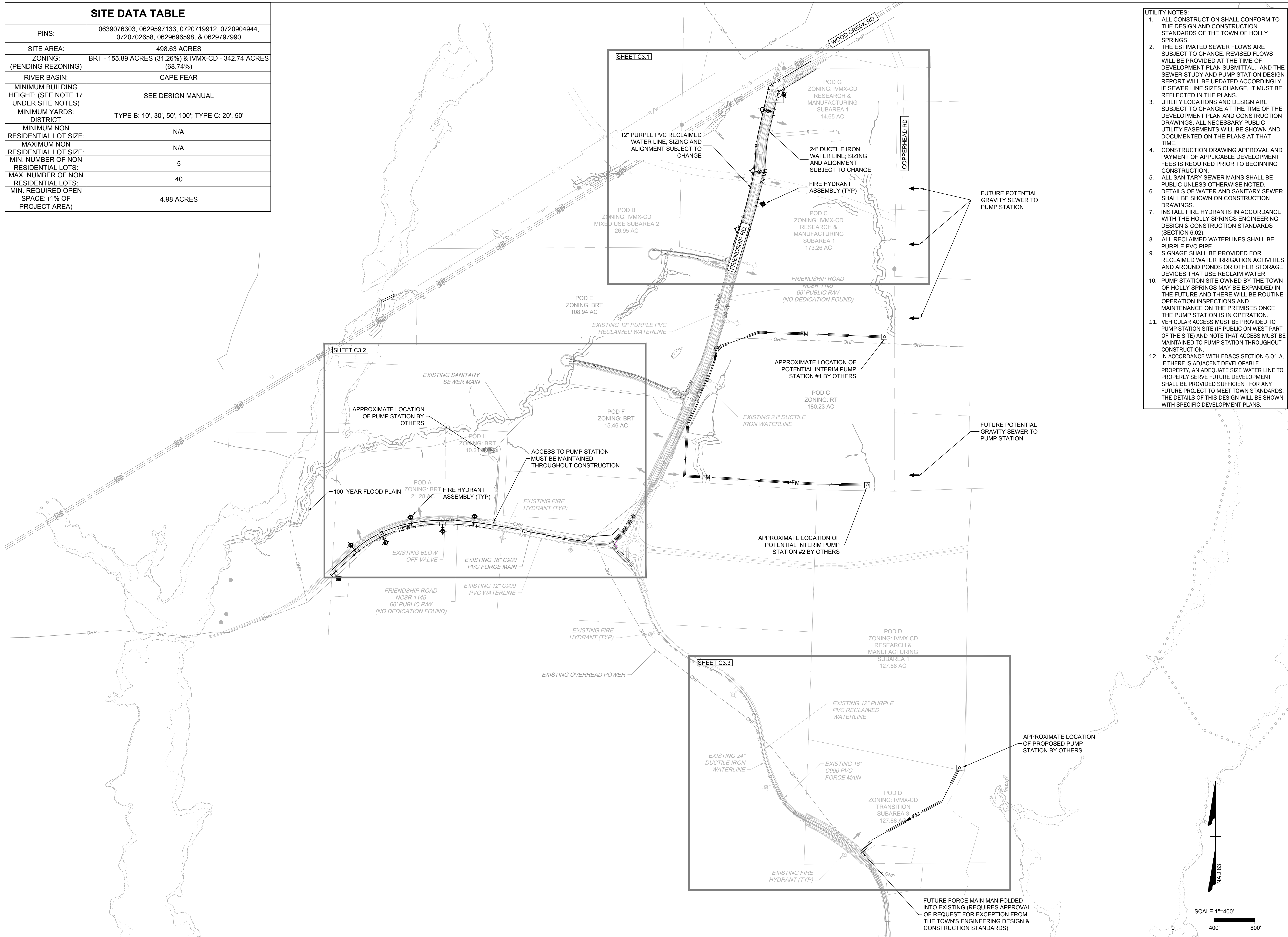
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MASTER PLAN - HOLLY SPRINGS NEW HILL RD WIDENING

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SITE DATA TABLE	
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SITE AREA:	498.63 ACRES
ZONING: (PENDING REZONING)	BRT - 155.89 ACRES (31.26%) & IVMX-CD - 342.74 ACRES (68.74%)
RIVER BASIN:	CAPE FEAR
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	SEE DESIGN MANUAL
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	N/A
MAXIMUM NON RESIDENTIAL LOT SIZE:	N/A
MIN. NUMBER OF NON RESIDENTIAL LOTS:	5
MAX. NUMBER OF NON RESIDENTIAL LOTS:	40
MIN. REQUIRED OPEN SPACE: (1% OF PROJECT AREA)	4.98 ACRES



- TILITY NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS.
 2. THE ESTIMATED SEWER FLOWS ARE SUBJECT TO CHANGE. REVISED FLOWS WILL BE PROVIDED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL. AND THE SEWER STUDY AND PUMP STATION DESIGN REPORT WILL BE UPDATED ACCORDINGLY. IF SEWER LINE SIZES CHANGE, IT MUST BE REFLECTED IN THE PLANS.
 3. UTILITY LOCATIONS AND DESIGN ARE SUBJECT TO CHANGE AT THE TIME OF THE DEVELOPMENT PLAN AND CONSTRUCTION DRAWINGS. ALL NECESSARY PUBLIC UTILITY EASEMENTS WILL BE SHOWN AND DOCUMENTED ON THE PLANS AT THAT TIME.
 4. CONSTRUCTION DRAWING APPROVAL AND PAYMENT OF APPLICABLE DEVELOPMENT FEES IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION.
 5. ALL SANITARY SEWER MAINS SHALL BE PUBLIC UNLESS OTHERWISE NOTED.
 6. DETAILS OF WATER AND SANITARY SEWER SHALL BE SHOWN ON CONSTRUCTION DRAWINGS.
 7. INSTALL FIRE HYDRANTS IN ACCORDANCE WITH THE HOLLY SPRINGS ENGINEERING DESIGN & CONSTRUCTION STANDARDS (SECTION 6.02).
 8. ALL RECLAIMED WATERLINES SHALL BE PURPLE PVC PIPE.
 9. SIGNAGE SHALL BE PROVIDED FOR RECLAIMED WATER IRRIGATION ACTIVITIES AND AROUND PONDS OR OTHER STORAGE DEVICES THAT USE RECLAIM WATER.
 10. PUMP STATION SITE OWNED BY THE TOWN OF HOLLY SPRINGS MAY BE EXPANDED IN THE FUTURE AND THERE WILL BE ROUTINE OPERATION INSPECTIONS AND MAINTENANCE ON THE PREMISES ONCE THE PUMP STATION IS IN OPERATION.
 11. VEHICULAR ACCESS MUST BE PROVIDED TO PUMP STATION SITE (IF PUBLIC ON WEST PART OF THE SITE) AND NOTE THAT ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
 12. IN ACCORDANCE WITH ED&CS SECTION 6.01.A, IF THERE IS ADJACENT DEVELOPABLE PROPERTY, AN ACCESS EASEMENT LINE TO PROPERLY SERVE FUTURE DEVELOPMENT SHALL BE PROVIDED SUFFICIENT FOR ANY FUTURE PROJECT TO MEET TOWN STANDARDS. THE DETAILS OF THIS DESIGN WILL BE SHOWN WITH SPECIFIC DEVELOPMENT PLANS.



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	AS SHOWN

FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA
OVERALL MASTER UTILITY PLAN

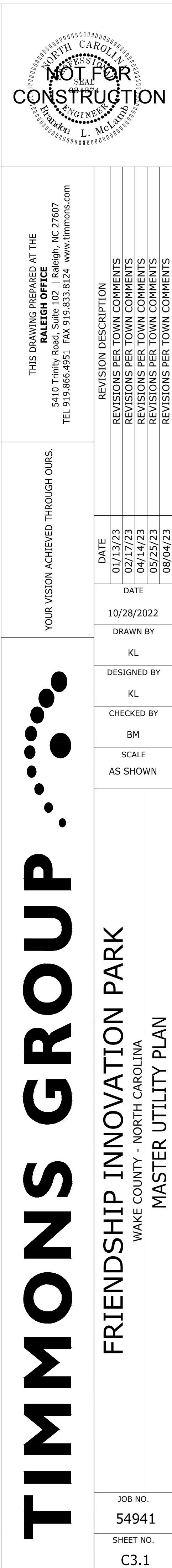
JOB NO.
54941

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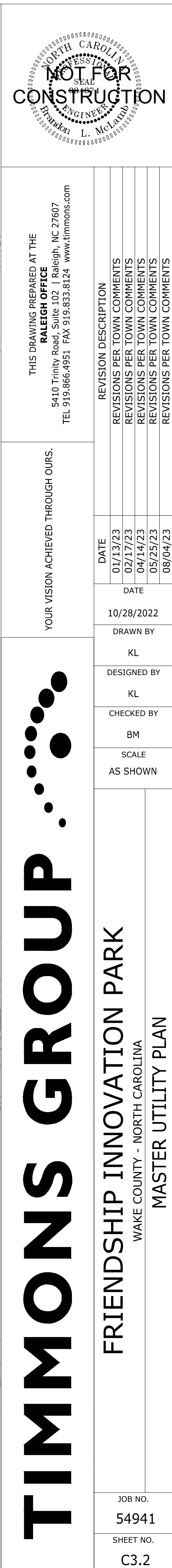
1. WATER, RECLAIM WATER, AND SANITARY SEWER MAINS SHALL BE LOCATED IN A MIN. 20' WIDE PUBLIC UTILITY EASEMENT OR DEDICATED R/W. IN THE CASE OF UTILITIES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
2. ALL PRIVATE STORM DRAINAGE PIPE WITH THE EXCEPTION OF SERVICE LINES TO BUILDINGS SHALL BE LOCATED IN A 20' PRIVATE STORM DRAINAGE EASEMENT. SEE GRADING AND STORM DRAINAGE PLANS FOR LOCATION OF EASEMENTS.
3. ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.

PIPE SIZE (IN)	PIPE DEPTH (FT)	EASEMENT WIDTH (FT)
<12	<20	20
<12	>20	30
12-24	<20	30
12-24	>20	40
>24	ALL DEPTHS	EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE SERVICES SPECIFIED



1. WATER, RECLAIM WATER, AND SANITARY SEWER MAINS SHALL BE LOCATED IN A MIN. 20' WIDE PUBLIC UTILITY EASEMENT OR DEDICATED R/W. IN THE CASE OF UTILITIES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
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PIPE SIZE (IN)	PIPE DEPTH (FT)	EASEMENT WIDTH (FT)
<12	<20	20
<12	>20	30
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>24	ALL DEPTHS	EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE SERVICES SPECIFIED



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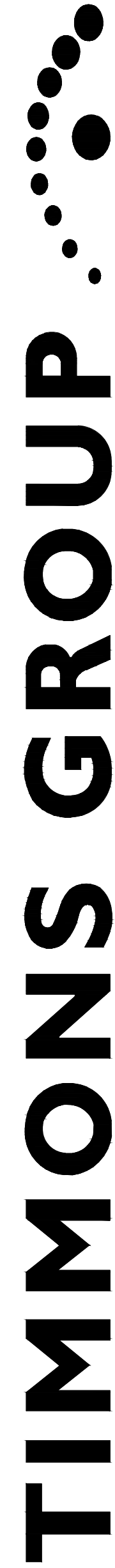
PIPE SIZE (IN)	PIPE DEPTH (FT)	EASEMENT WIDTH (FT)
<12	<20	20
<12	>20	30
12-24	<20	30
12-24	>20	40
>24	ALL DEPTHS	EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE SERVICES SPECIFIED



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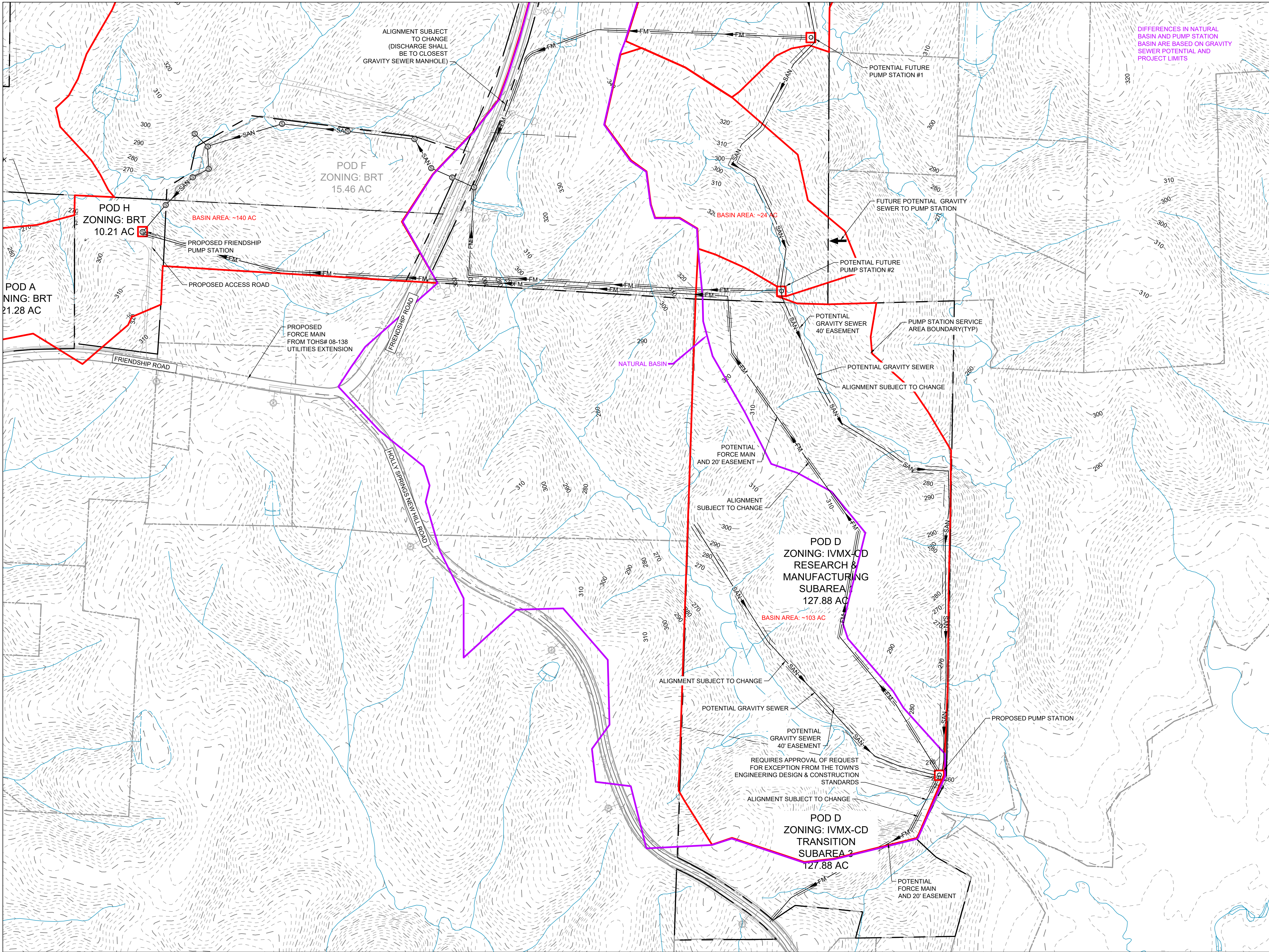
FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA
MASTER UTILITY PLAN

JOB NO.
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L:\248802\Friendship_Development\CalcSanDWG\SHEET19999-212-SWRSHE0.dwg [Plotted on 7/31/2023 2:47 PM] by Ariel Dornisch



SEWER BASIN MAP - SOUTH
1" = 250'



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REVISION DESCRIPTION

DATE

DATE
08/04/2023

DRAWN BY
A. DORNISCH

DESIGNED BY
A. DORNISCH

CHECKED BY
C. PETREE

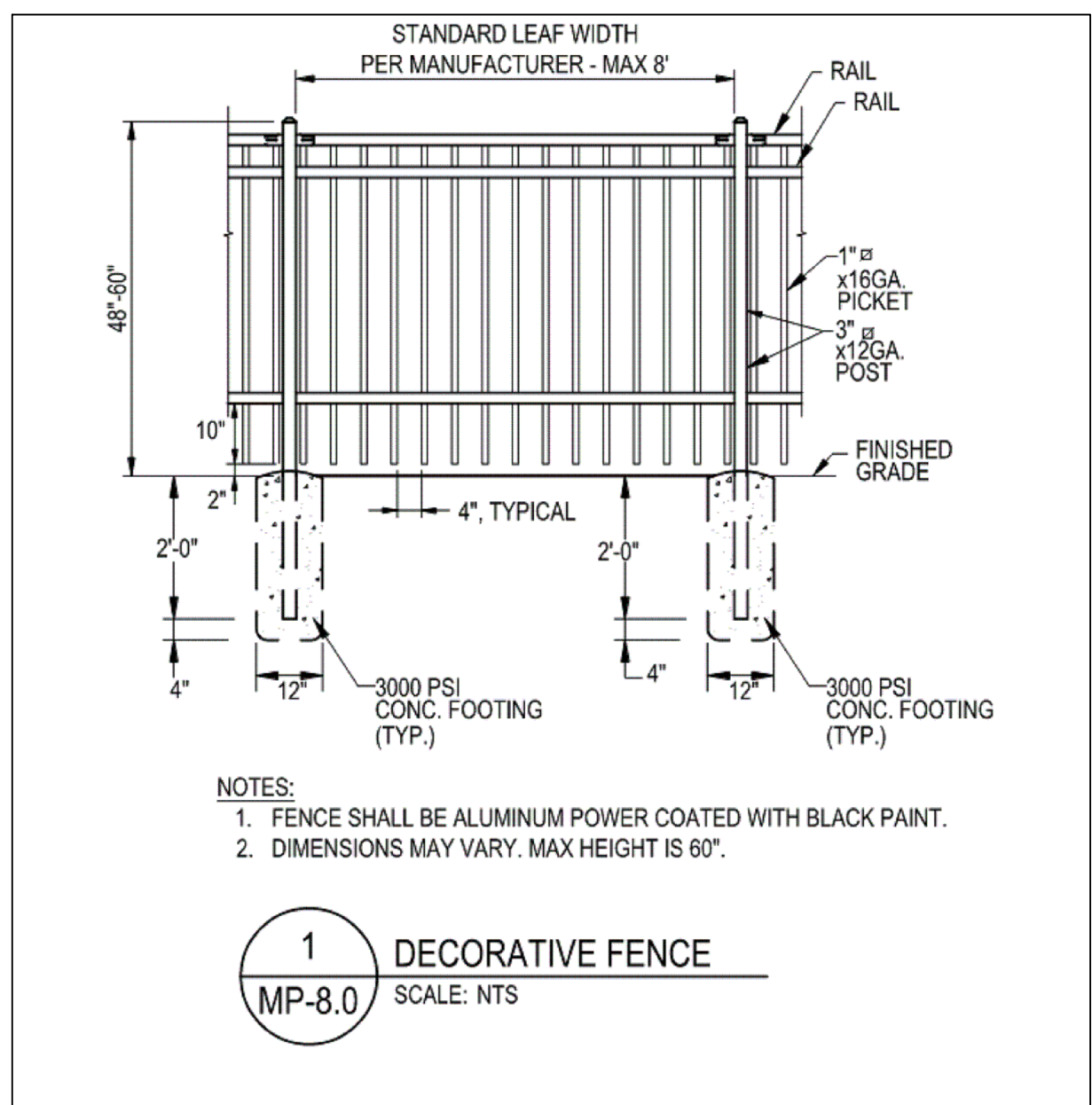
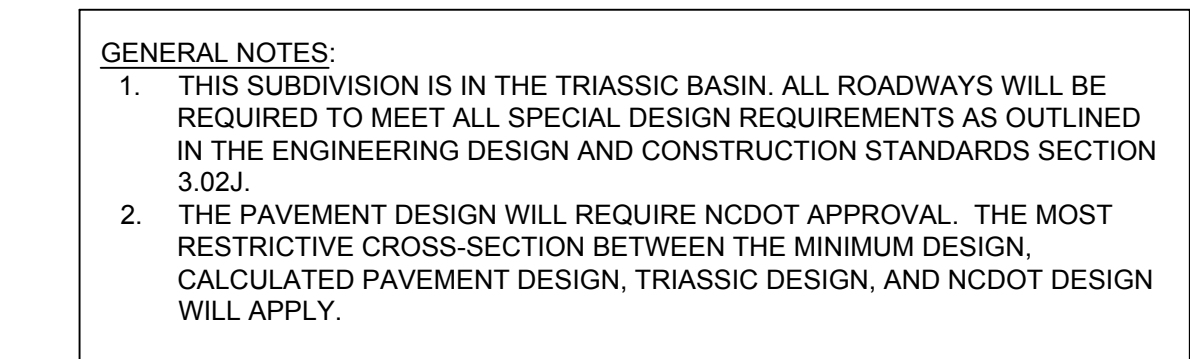
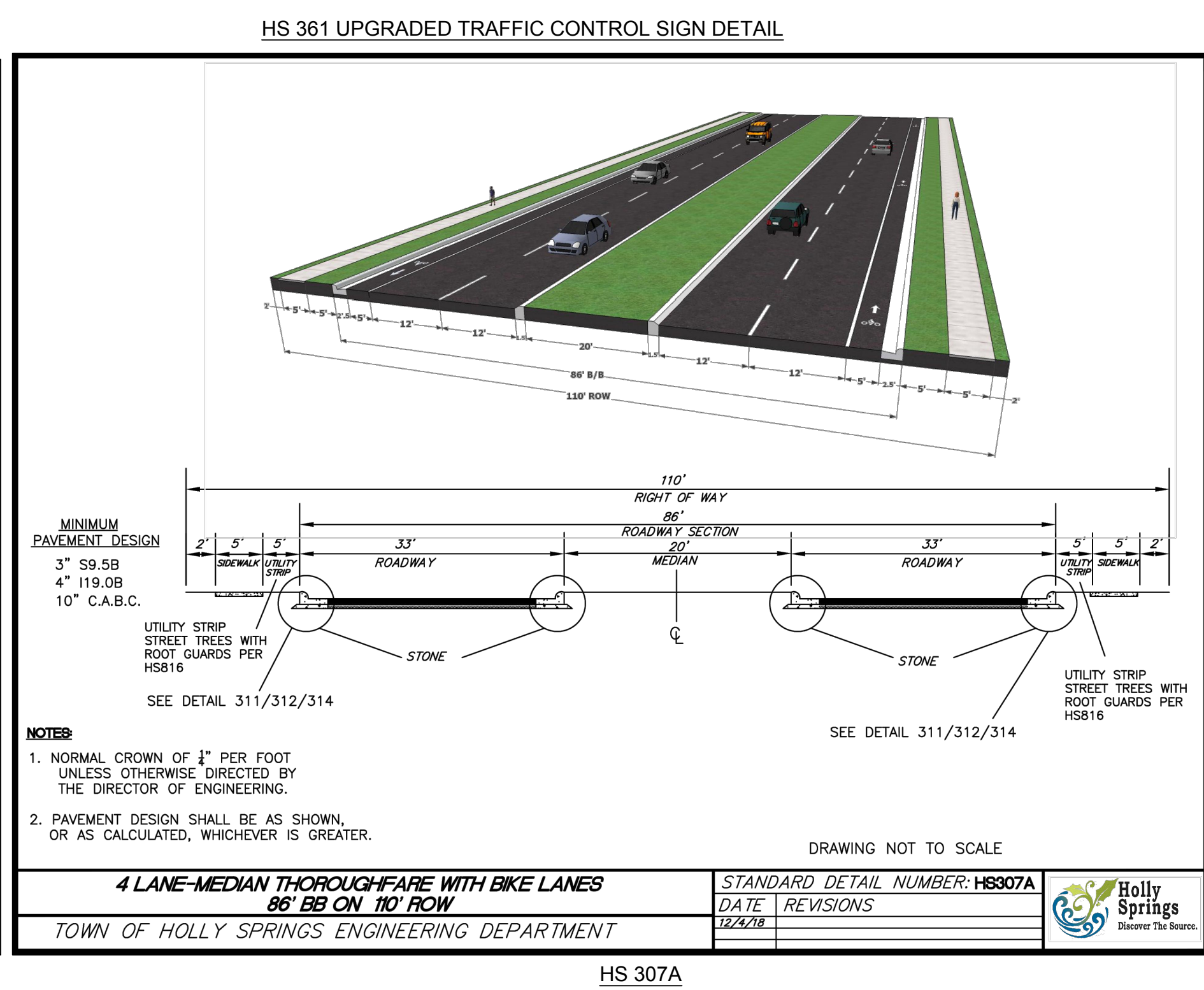
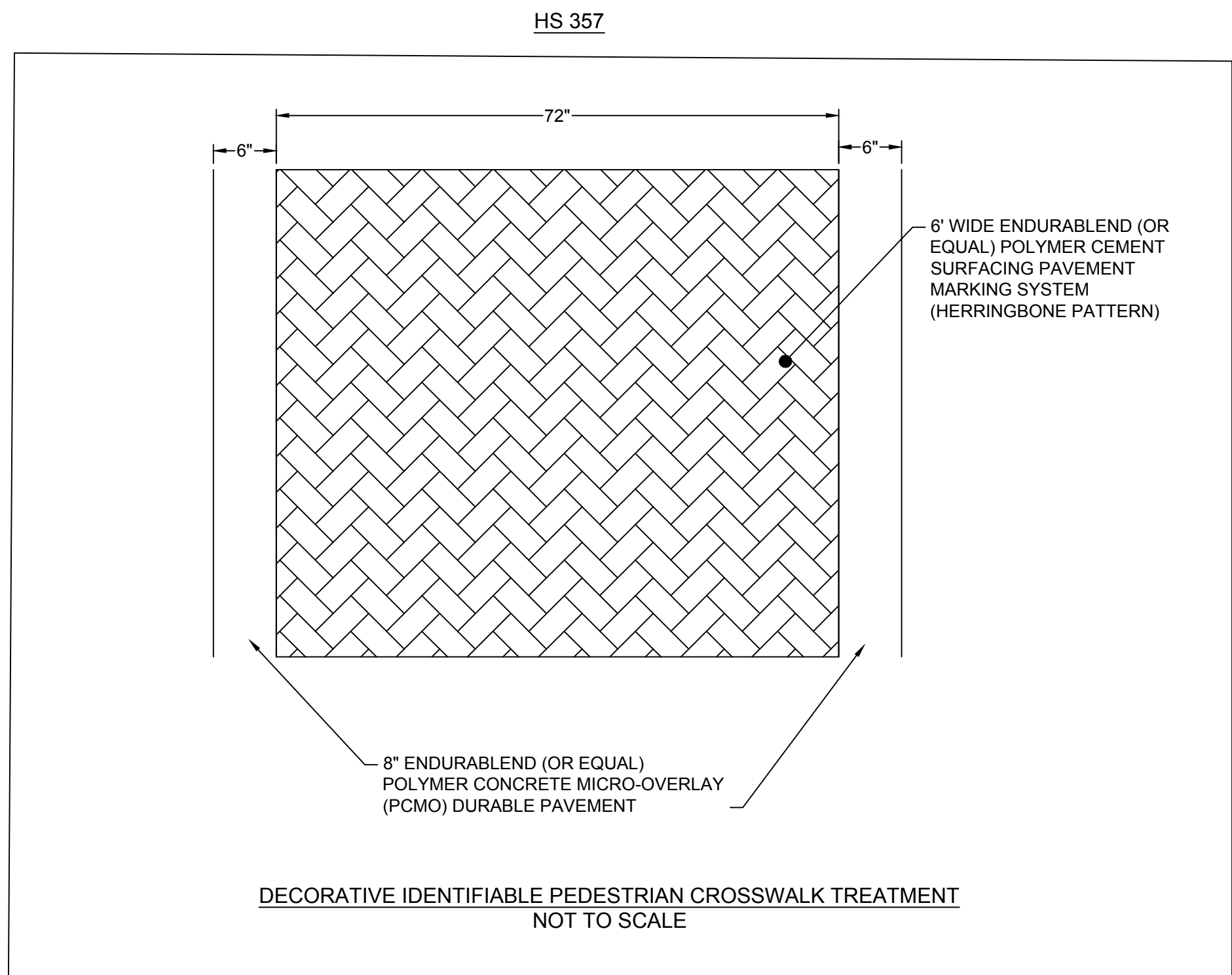
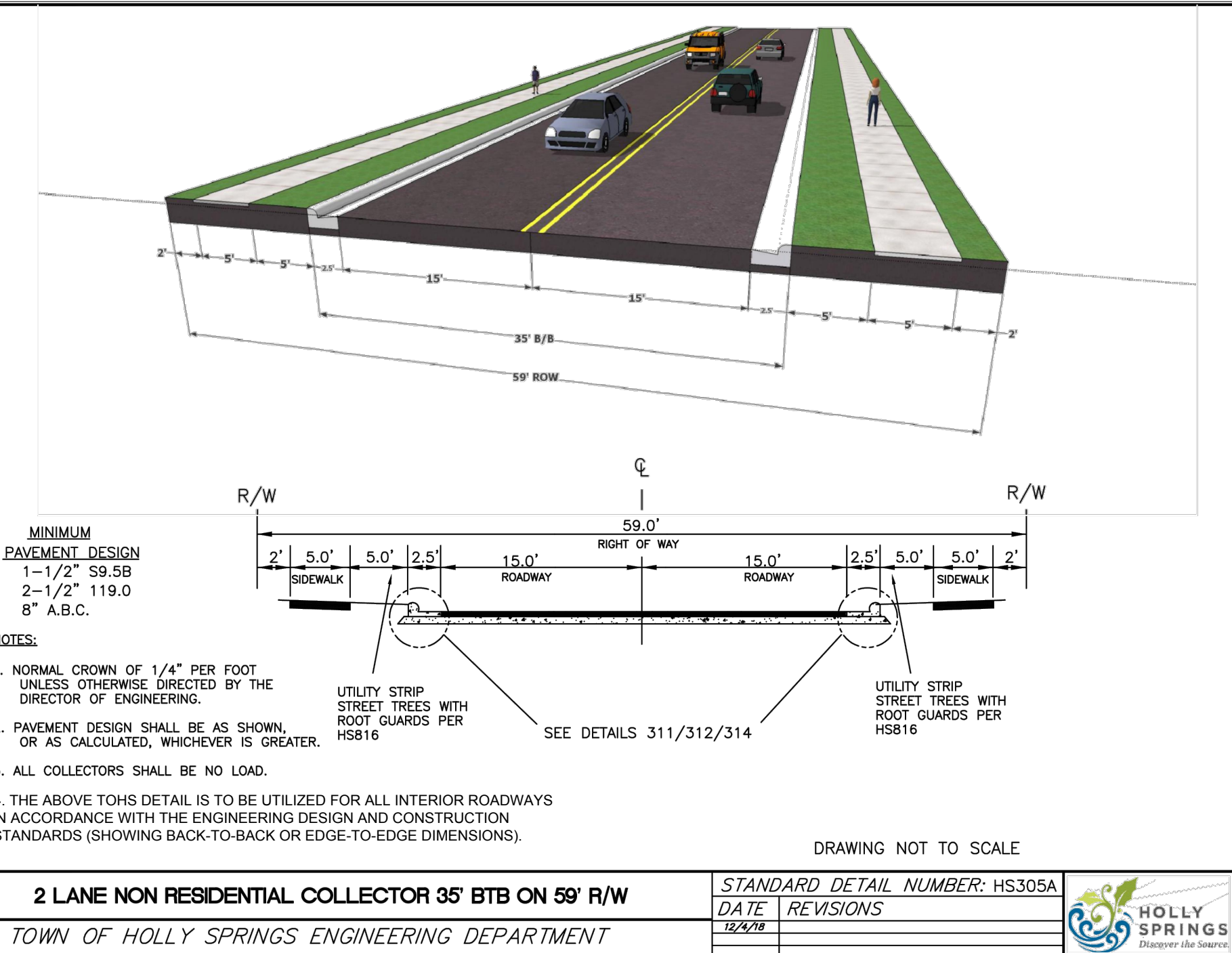
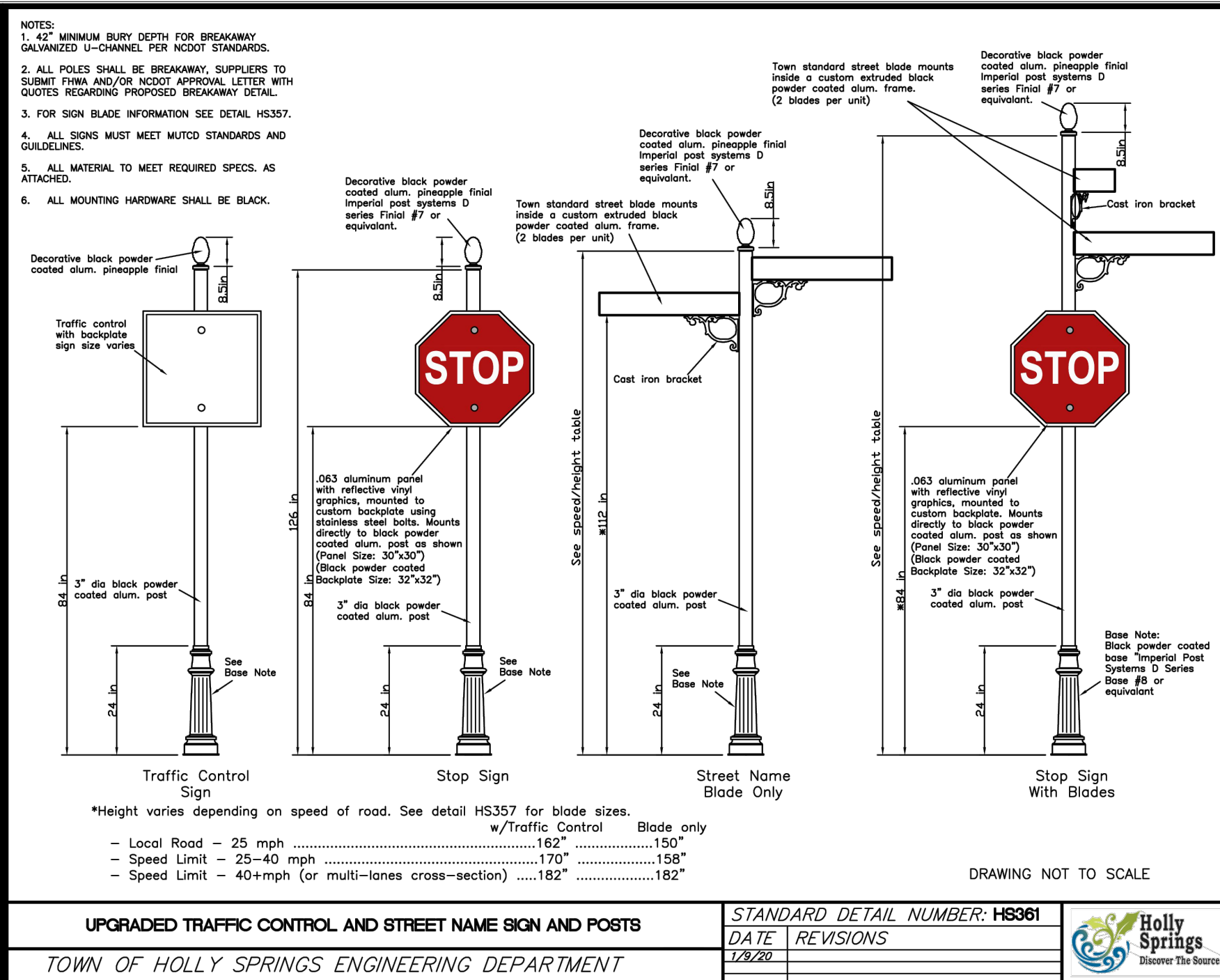
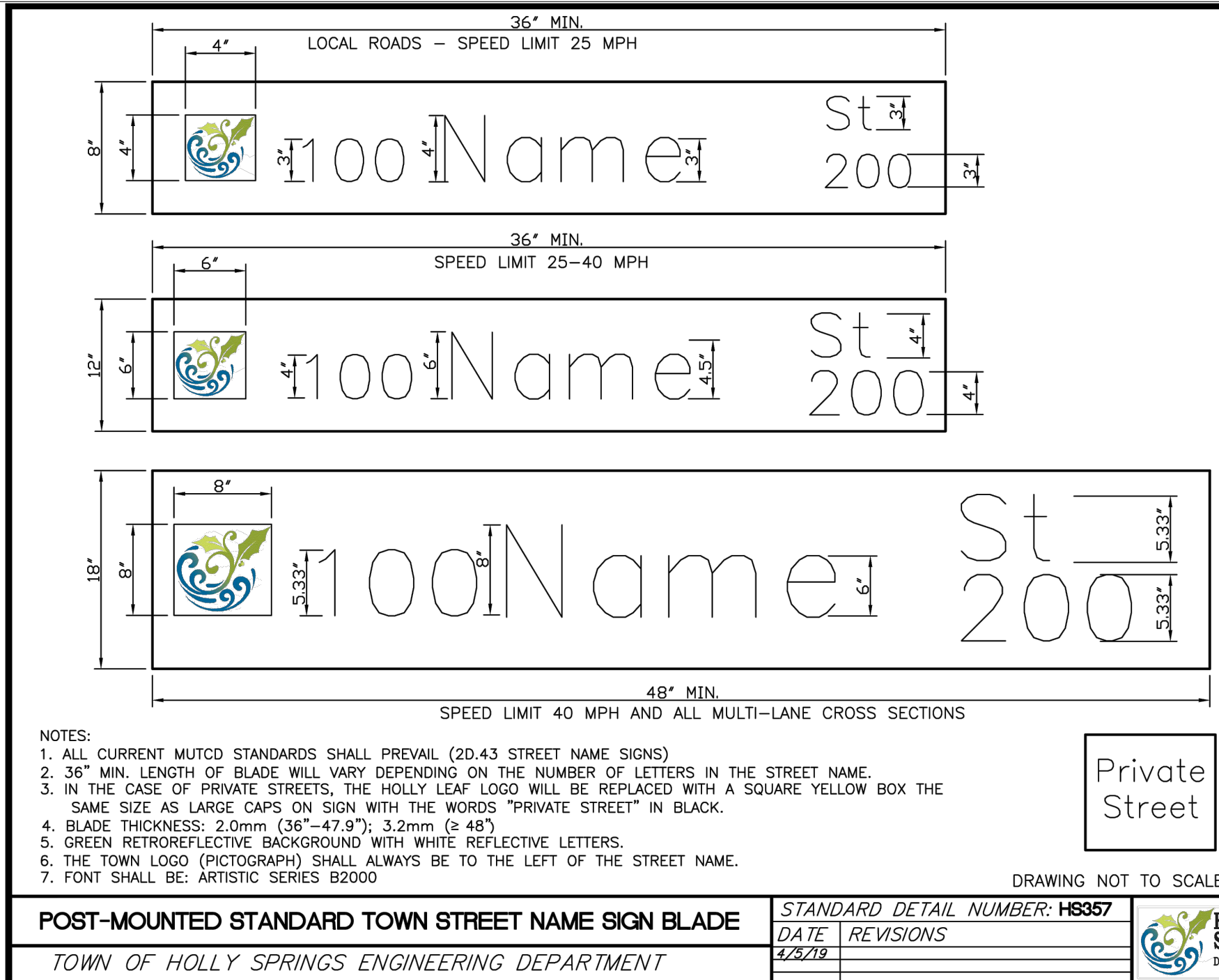
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FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA
SEWER BASIN MAP

JOB NO.
48802
SHEET NO.
C3.5

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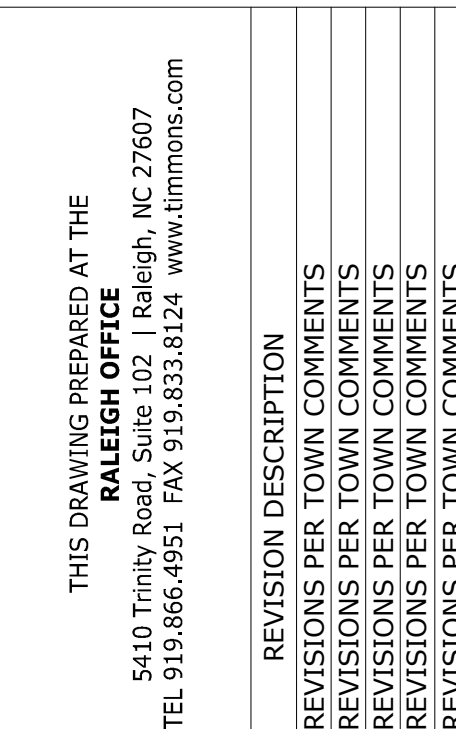
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	JOB NO. 54941	FRIENDSHIP INNOVATION PARK WAKE COUNTY - NORTH CAROLINA
	SHEET NO. C5_0	NOTES AND DETAILS

1. TREE PRESERVATION AREAS NOT REQUIRED FOR THE PORTIONS ZONED BRT OR IVAXD-C.
2. A DETAILED TREE PRESERVATION PLAN SHALL BE REQUIRED AT THE TIME OF DEVELOPMENT PLAN.
A. THE HATCHED AREAS BELOW INDICATE EXISTING TREES WITHIN THE SITE. OPEN SPACE REQUIREMENTS WILL BE DELINEATED DURING THE TIME OF THE DEVELOPMENT PLAN SUBMITTAL AND WILL MEET CURRENT LDD STANDARDS IN RELATION TO THE ZONING DURING DEVELOPMENT PLANS. CONSIDERATION WILL BE GIVEN TO PRESERVING EXISTING TREE CANOPY CURRENTLY WITHIN THE SITE IN THESE OPEN SPACE LOCATIONS.
3. WHERE EXISTING VEGETATION EXISTS, THIS PERIMETER BUFFER SHALL BE LEFT UNDISTURBED AND SUPPLEMENTED TO MEET THE MINIMUM LANDSCAPE BUFFER CRITERIA.
4. EXISTING BUFFERS GENERALLY CONSIST OF SWEET GUM, OAK, MAPLE, POPLAR AND PINE.
5. TREE PRESERVATION AREA SHOULD ALSO BE CONNECTED TO CREATE HABITAT CORRIDORS WHERE POSSIBLE.



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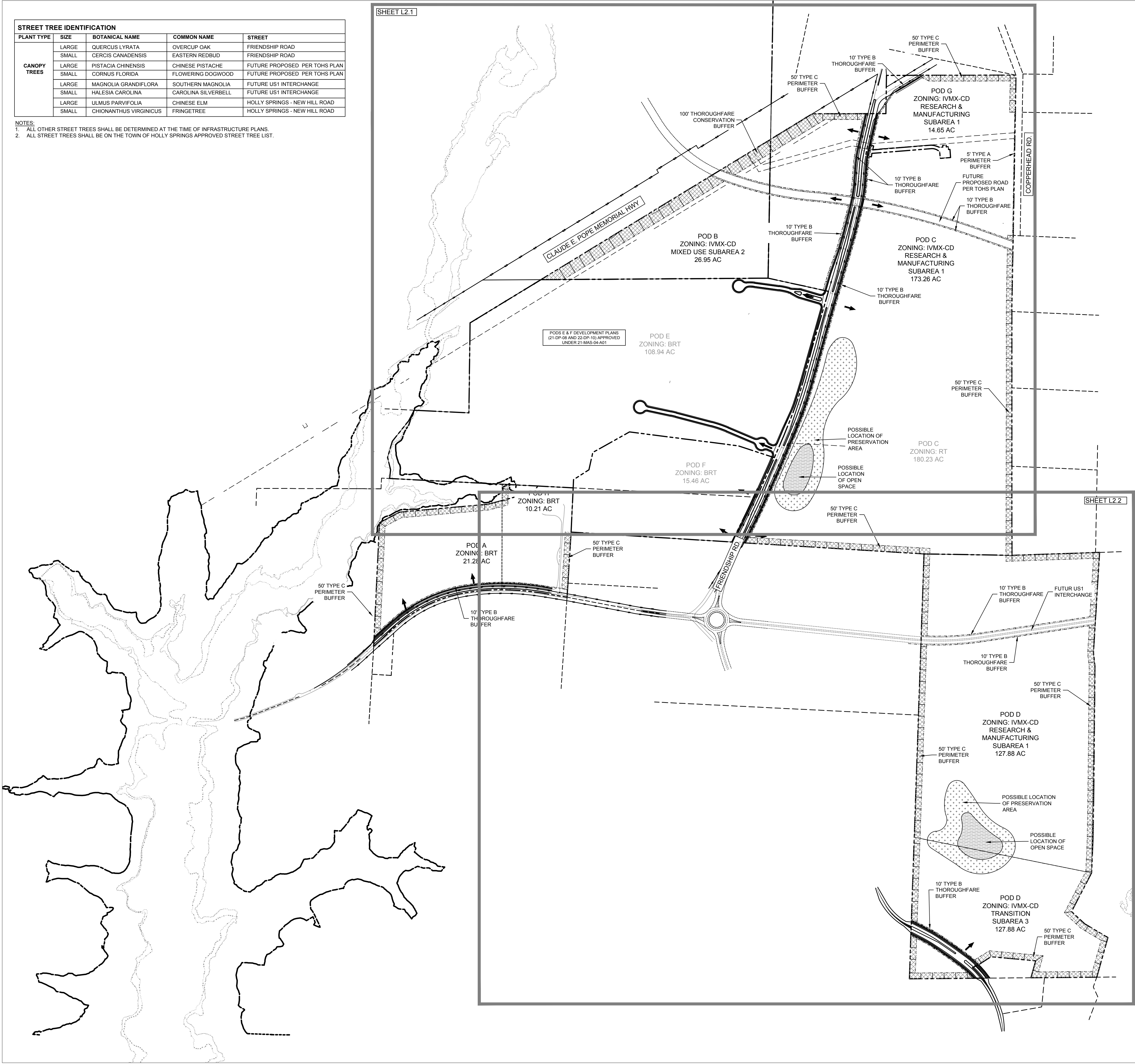
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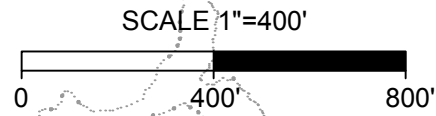
STREET TREE IDENTIFICATION				
PLANT TYPE	SIZE	BOTANICAL NAME	COMMON NAME	STREET
CANOPY TREES	LARGE	QUERCUS LYRATA	OVERCUP OAK	FRIENDSHIP ROAD
	SMALL	CERCIS CANADENSIS	EASTERN REDBUD	FRIENDSHIP ROAD
	LARGE	PISTACIA CHINENSIS	CHINESE PISTACHE	FUTURE PROPOSED PER TOHS PLAN
	SMALL	CORNUS FLORIDA	FLOWERING DOGWOOD	FUTURE PROPOSED PER TOHS PLAN
	LARGE	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	FUTURE US1 INTERCHANGE
	SMALL	HALESIA CAROLINA	CAROLINA SILVERBELL	FUTURE US1 INTERCHANGE
	LARGE	ULMUS PARVIFOLIA	CHINESE ELM	HOLLY SPRINGS - NEW HILL ROAD
	SMALL	CHIONANTHUS VIRGINICUS	FRINGETREE	HOLLY SPRINGS - NEW HILL ROAD

NOTES:
1. ALL OTHER STREET TREES SHALL BE DETERMINED AT THE TIME OF INFRASTRUCTURE PLANS.
2. ALL STREET TREES SHALL BE ON THE TOWN OF HOLLY SPRINGS APPROVED STREET TREE LIST.

SHEET L2.1



SHEET L2.2



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FRIENDSHIP INNOVATION PARK

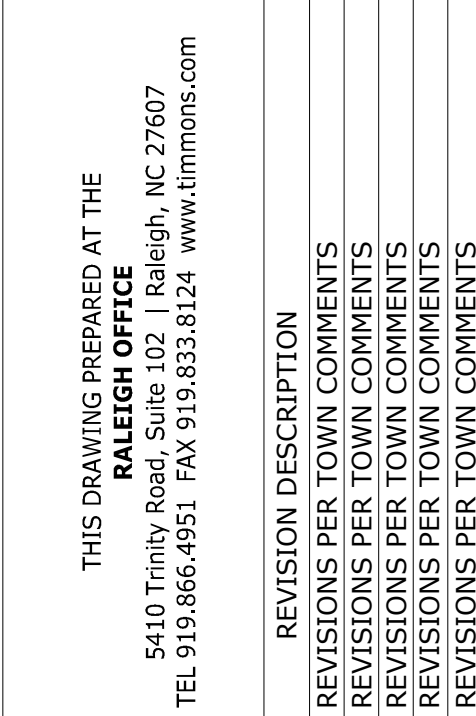
WAKE COUNTY - NORTH CAROLINA

OVERALL LANDSCAPE PLAN

JOB NO.
54941

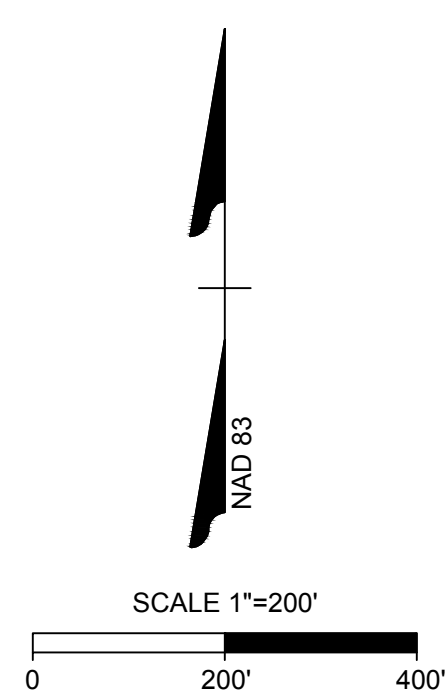
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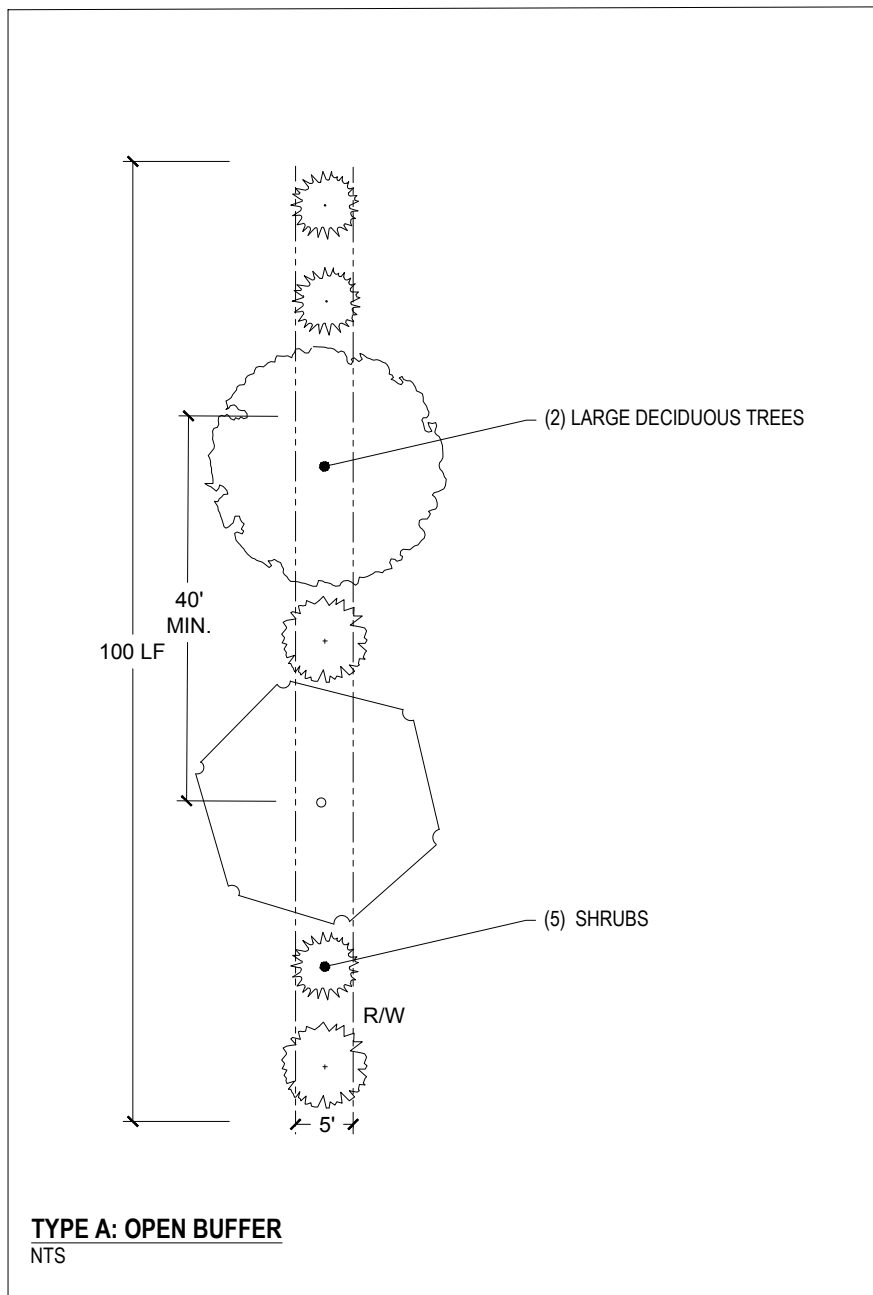
PERIMETER BUFFER LANDSCAPING TABLE				
INCREMENT	WIDTH	LENGTH	OPACITY	TYPE
A1-26	100'	100'	TYPE B	THOROUGHFARE CONSERVATION BUFFER
A27	100'	60'	TYPE B	THOROUGHFARE CONSERVATION BUFFER
A28-31	50'	100'	TYPE C	PERIMETER
A32	50'	66'	TYPE C	PERIMETER
B1-5	10'	100'	TYPE B	THOROUGHFARE
C1	50'	75'	TYPE C	PERIMETER
C2-8	50'	100'	TYPE C	PERIMETER
D1-5	50'	100'	TYPE C	PERIMETER
D6	50'	57'	TYPE C	PERIMETER
D7	50'	28'	TYPE C	PERIMETER
D8-18	50'	100'	TYPE C	PERIMETER
E1-3	50'	100'	TYPE C	PERIMETER
E4-13	5'	100'	TYPE A	PERIMETER
E14	5'	64'	TYPE A	PERIMETER
E15	50'	44'	TYPE C	PERIMETER
E16	50'	28'	TYPE C	PERIMETER
E17-42	10'	100'	TYPE C	PERIMETER
E43-47	50'	100'	TYPE C	PERIMETER
E48	50'	28'	TYPE C	PERIMETER
E49-72	50'	100'	TYPE C	PERIMETER
E73	50'	65'	TYPE C	PERIMETER
E74-80	50'	100'	TYPE C	PERIMETER
F1	50'	79'	TYPE C	PERIMETER
F2-F22	50'	100'	TYPE C	PERIMETER
F23	50'	40'	TYPE C	PERIMETER
G1-12	10'	100'	TYPE B	THOROUGHFARE
G13	10'	42'	TYPE B	THOROUGHFARE
G14-26	10'	100'	TYPE B	THOROUGHFARE
G27	10'	64'	TYPE B	THOROUGHFARE
G28-38	10'	100'	TYPE B	THOROUGHFARE
G39	10'	29'	TYPE B	THOROUGHFARE
G40-52	10'	100'	TYPE B	THOROUGHFARE
H1-47	50'	100'	TYPE C	PERIMETER
H8	50'	16'	TYPE C	PERIMETER
H9-31	50'	100'	TYPE C	PERIMETER
H32	50'	54'	TYPE C	PERIMETER
J1-15	10'	100'	TYPE B	THOROUGHFARE
J16-30	10'	100'	TYPE B	THOROUGHFARE
K1-6	10'	100'	TYPE B	THOROUGHFARE
K7	10'	96'	TYPE B	THOROUGHFARE
K8	10'	50'	TYPE B	THOROUGHFARE
K9-14	10'	100'	TYPE B	THOROUGHFARE
K15	10'	50'	TYPE B	THOROUGHFARE
L1-6	10'	100'	TYPE B	THOROUGHFARE
L7	10'	47'	TYPE B	THOROUGHFARE
L8-14	10'	100'	TYPE B	THOROUGHFARE
L15	10'	78'	TYPE B	THOROUGHFARE
M1-15	50'	100'	TYPE C	PERIMETER
M16	50'	92'	TYPE C	PERIMETER
P1-5	50'	100'	TYPE C	PERIMETER
S10-27	10'	100'	TYPE B	THOROUGHFARE
W41	10'	63'	TYPE B	THOROUGHFARE
W42-70	10'	100'	TYPE B	THOROUGHFARE
W71	10'	60'	TYPE B	THOROUGHFARE
W72	10'	51'	TYPE B	THOROUGHFARE
W73-78	10'	100'	TYPE B	THOROUGHFARE
W79	10'	89'	TYPE B	THOROUGHFARE

NOTES:

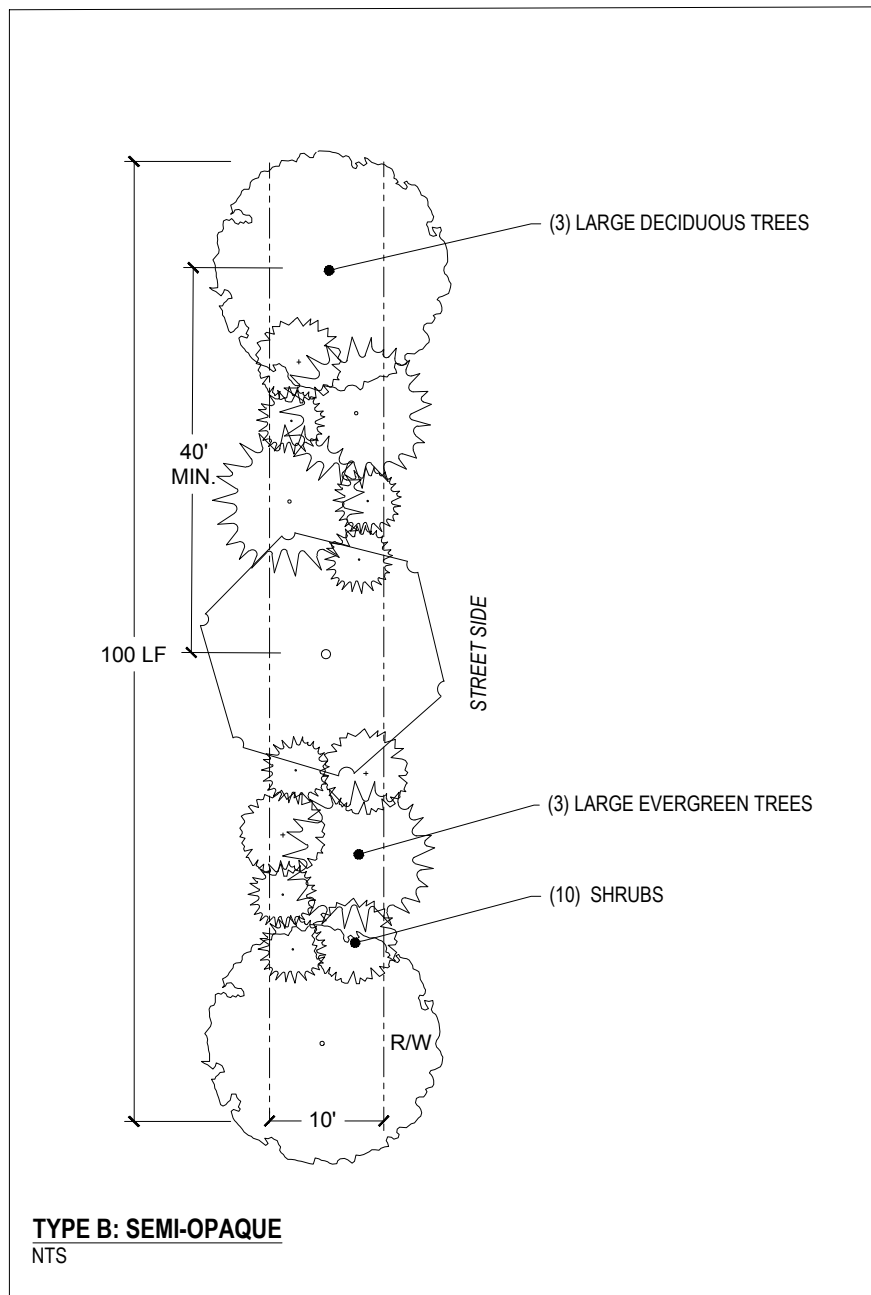
1. ANY SEGMENT THAT IS LESS THAN 100' IN LENGTH AS IDENTIFIED IN THE CHART IS TO BE PRO-RATED BASED ON ACTUAL SEGMENT LENGTH.
2. WHERE EXISTING VEGETATION WITHIN PROPOSED PERIMETER BUFFERS MEETS THE REQUIRED OPACITY LEVELS, THOSE AREAS SHALL REMAIN UNDISTURBED.

PERIMETER BUFFER TYPES / STANDARDS			
TYPE	A: OPEN	B: SEMI	C: OPAQUE
OPACITY	0	40%	80%
DECIDUOUS TREE/FT	2'/100'	3'/100'	5'/100'
PCT EVERGREEN	0	40%	80%
SHRUBS / FT	5'/100'	10'/100'	20'/100'
HEIGHT OF BUFFER	0'	4'	8'
WIDTH OF BUFFER	VARIES	VARIES	VARIES

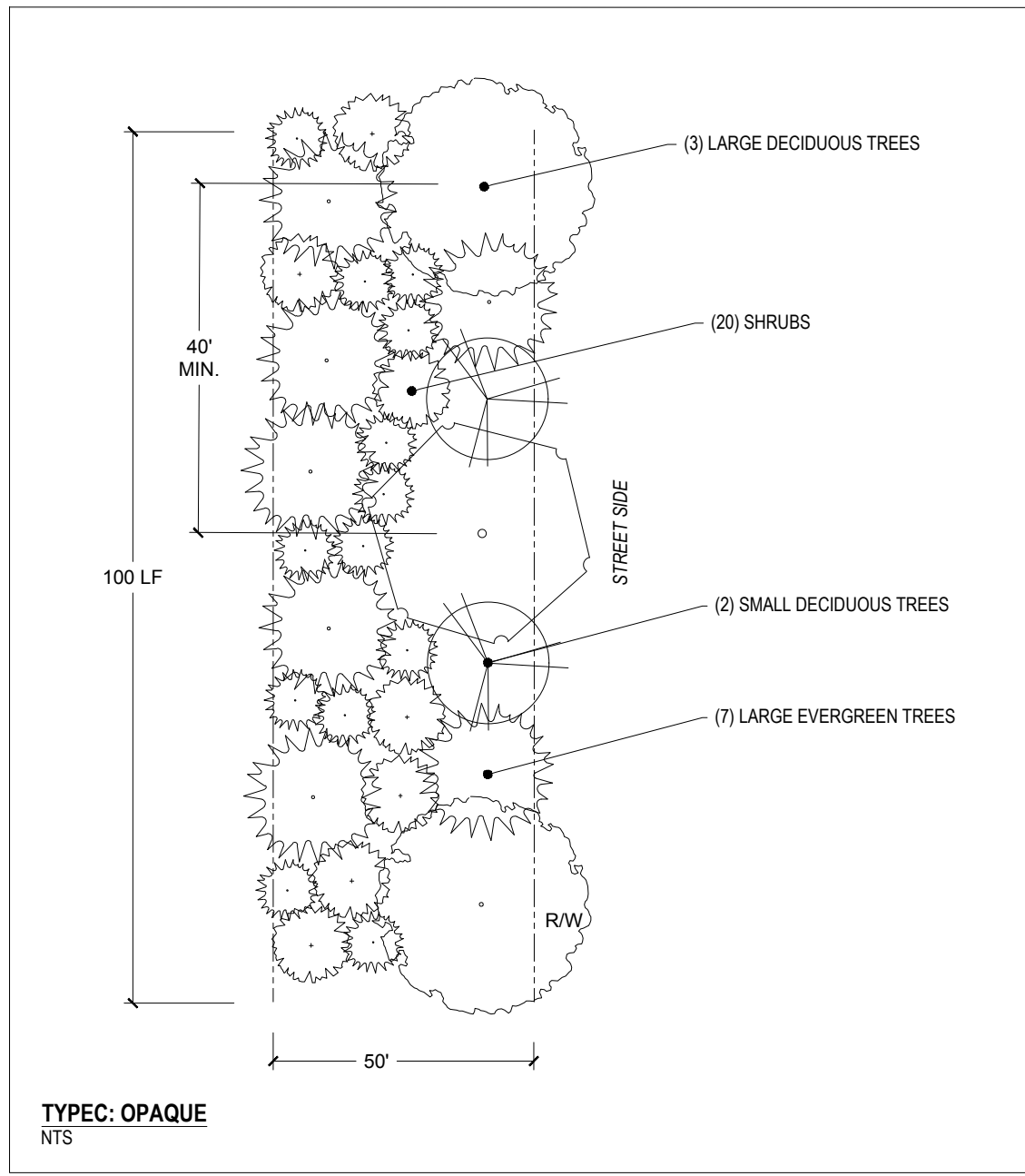
PERIMETER BUFFER - STANDARD DETAILS



*NOTE: EXITING VEGETATION THAT MEETS THE OPACITY REQUIREMENTS SHALL BE PROTECTED



*NOTE: EXITING VEGETATION THAT MEETS THE OPACITY REQUIREMENTS SHALL BE PROTECTED.



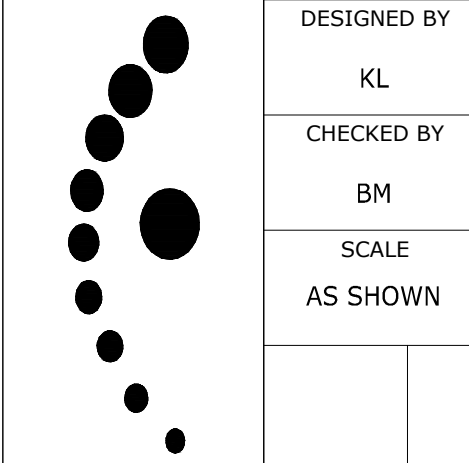
*NOTE: EXISTING VEGETATION THAT MEETS THE OPACITY REQUIREMENTS SHALL BE PROTECTED

STREET TREES:	LANDSCAPE NOTES	MAINTENANCE OF LANDSCAPING:
TYPE, SIZE AND SPACING COLLECTOR, LOCAL, AND CUL-DE-SAC STREETS: • LESS THAN 20' SETBACKS: MIN 30', MAX 45' FROM CENTER OF TRUNK TO CENTER OF TRUNK • GREATER THAN 20' SETBACKS: MIN 50', MAX 65' FROM CENTER OF TRUNK TO CENTER OF TRUNK TREES SHALL BE LOCATED IN THE PUBLIC RIGHT OF WAY CENTERED WITH THE UTILITY STRIP BETWEEN THE SIDEWALK AND THE CURB THOROUGHFARES: • MIN SIZE AT PLANTING: 2.5" CALIPER • SPACING: MIN 40', MAX 50' FROM CENTER OF TRUNK TO CENTER OF TRUNK • TREES SHALL BE LOCATED WITHIN 5' FROM THE RIGHT OF WAY ON THE PRIVATE PROPERTY SIDE.	1. ALL LANDSCAPING REQUIRED SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF THE USE ON THE LOT OR THE ISSUANCE OF A CERTIFICATE OF UDO COMPLIANCE. 2. IF SEASONS AND WEATHER CONDITIONS ARE NOT APPROPRIATE FOR THE INSTALLATION OF LANDSCAPING IMMEDIATELY PRIOR TO COMMENCEMENT OF THE USE OR THE ISSUANCE OF A CERTIFICATE OF UDO COMPLIANCE, PERFORMANCE BOND, OR OTHER SURITY ACCEPTABLE TO THE TOWN, SHALL BE PROVIDED TO THE ADMINISTRATOR, IN COMPLIANCE WITH THE PROVISIONS OF SECTION 11.14 - CONSTRUCTION DRAWINGS OF THIS ORDINANCE, LANDSCAPING REQUIRED BY THIS SECTION SHALL BE INSTALLED WITHIN THE FIRST 3 MONTHS OF THE NEXT PLANTING SEASON AFTER THE USE OF THE LOT IS COMMENCED. 3. THE MONTHS OF JUNE, JULY AND AUGUST ARE NOT APPROPRIATE FOR THE INSTALLATION OF LANDSCAPING, UNLESS AN ADEQUATE IRRIGATION SYSTEM IS INSTALLED AND OPERATED AS PART OF THE LANDSCAPE PLAN. 4. ALL LANDSCAPE MATERIALS INSTALLED AS REQUIRED SHALL BE LIVING VEGETATION. 5. WITHIN 30 DAYS OF THE INSTALLATION OF PLANT MATERIALS, A REGISTERED LANDSCAPE ARCHITECT SHALL SUBMIT WRITTEN CERTIFICATION TO THE ADMINISTRATOR STATING THAT HEALTHY PLANT MATERIAL WAS PROPERLY INSTALLED IN ACCORDANCE WITH THE LOCATIONS, QUANTITIES, MINIMUM SIZES, AND SPECIES INDICATED ON THE APPROVED LANDSCAPE PLAN. 6. IF EXISTING VEGETATION MEETS THE OPACITY REQUIREMENTS OF THE PERIMETER BUFFERS, IT SHALL BE PRESERVED. 7. IF EXISTING LANDSCAPING IS PRESERVED A SURVEY AND / OR SAMPLE AREAS OF THAT EXISTING VEGETATION WILL BE SUBMITTED AT THE TIME OF THE DEVELOPMENT PLAN. 8. WHERE EXISTING VEGETATION CANNOT BE SAVED, SUPPLEMENTAL LANDSCAPING WILL BE INSTALLED TO MEET THE LANDSCAPING REQUIREMENTS. 9. ANY EXISTING TREES USED TO MEET LANDSCAPING REQUIREMENTS SHALL HAVE TREE PROTECTION FENCING. SAMPLE AREA SURVEYS FOR EXISTING TREES WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS FOR A PRESERVATION LANDSCAPE PLAN. 10. PERIMETER LANDSCAPE MATERIALS ON ALL PODS SHALL BE CONSISTENT WITH THE OVERALL LANDSCAPE DESIGN FOR THE DEVELOPMENT. 11. SINGLE SPECIES OF LANDSCAPE MATERIAL, EXCEPT GRASS SHALL CONSTITUTE MORE THAN 25% OF THE PLANT MATERIAL OF ITS TYPE INSTALLED ON A SINGLE DEVELOPMENT SITE. 12. NO LANDSCAPING SHALL BE PLANTED ON THE ADJACENT OF ANY POND.	1. THE OWNER SHALL BE RESPONSIBLE FOR THE FOLLOWING: 1.1. THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWN MOVED, ALL PLANTS MAINTAINED AS DISEASE-FREE, ALL PLANTING BEDS GROUNDED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED, EXISTING NATURAL VEGETATION) AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTS/HARDBODY MATERIALS. 1.2. THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING, SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON. 1.3. THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN, SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON. 2. FAILURE TO MAINTAIN REQUIRED LANDSCAPE AREAS SHALL CONSTITUTE A VIOLATION OF THE HOLLY SPRINGS UDO ENFORCEABLE UNDER THE PROVISIONS OF SECTION 10-ENFORCEMENT. 3. ALL LANDSCAPING REQUIRED BY THIS SECTION SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF THE USE ON THE LOT OR THE ISSUANCE OF A CERTIFICATE OF UDO COMPLIANCE. 4. WITHIN 30 DAYS OF THE INSTALLATION OF PLANT MATERIALS, A REGISTERED LANDSCAPE ARCHITECT SHALL SUBMIT WRITTEN CERTIFICATION TO THE ADMINISTRATOR STATING THAT HEALTHY PLANT MATERIAL WAS PROPERLY INSTALLED IN ACCORDANCE WITH THE LOCATIONS, QUANTITIES, MINIMUM SIZES, AND SPECIES INDICATED ON THE APPROVED LANDSCAPE PLAN. 5. ALL LANDSCAPE MATERIALS, INCLUDING STREET TREES, THAT DO NOT LIVE FOR 1 YEAR AFTER INSTALLATION SHALL BE REPLACED. THE INSTALLER SHALL PROVIDE THE TOWN WITH A MAINTENANCE BOND.



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TIMMONS GROUP

FRIENDSHIP INNOVATION PARK
WAKE COUNTY - NORTH CAROLINA

LANDSCAPE NOTES & DETAILS

JOB NO.
54941

SHEET NO.
L2.3

JOB NO.
54941

SHEET NO.
L2.3

DETAILED MASTER PLAN: FRIENDSHIP INNOVATION PARK

HOLLY SPRINGS, NORTH CAROLINA
PROJECT NUMBER: 21-MAS-04

UTILITY / MUNICIPALITY CONTACTS:

- A. TOWN OF HOLLY SPRINGS
DEVELOPMENT SERVICES DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
(919) 557-2914
CONTACT: SEAN RYAN

B. TOWN OF HOLLY SPRINGS
DEVELOPMENT SERVICES DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
(919) 557-3933
CONTACT: ELIZABETH GOODSON
- C. BURIED CABLE LOCATION
NC 811

D. DUKE ENERGY
(866) 582-6345

CONSULTANT CONTACTS:

- OWNER
HELIX VENTURES LLC
CONTACT: CARA HYLTON
3717 NATIONAL DRIVE, SUITE 209
RALEIGH, NC 27612
PHONE: 919-371-6208

DEVELOPER/APPLICANT
TRUSTWELL PROPERTY GROUP
CONTACT: JON KEENER
3717 NATIONAL DRIVE, SUITE 209
RALEIGH, NC 27612
PHONE: 919-371-6208
- SITE ENGINEER/ LANDSCAPE
ARCHITECT
TIMMONS GROUP
CONTACT: BLAKE HALL
5410 TRINITY ROAD, SUITE 102
RALEIGH, NC 27607
PHONE: 919-866-4933

SITE DATA TABLE

PINS:	0720700500, 0629990816, 0629617801, 0720518760, 0720731175
*SITE AREA:	*345.37 ACRES
ZONING: (PENDING REZONING)	RT-330.76 ACRES (95.8%); CB-14.65 ACRES (4.2%)
RIVER BASIN:	CAPE FEAR
MIN LOT WIDTH	RT-100' ; CB-100'
MAXIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-75' ; CB-55'
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-N/A ; CB-25'
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	1 ACRE
MAXIMUM NON RESIDENTIAL LOT SIZE:	150 ACRES
MIN. NUMBER OF NON RESIDENTIAL LOTS:	5
MAX. NUMBER OF NON RESIDENTIAL LOTS:	25

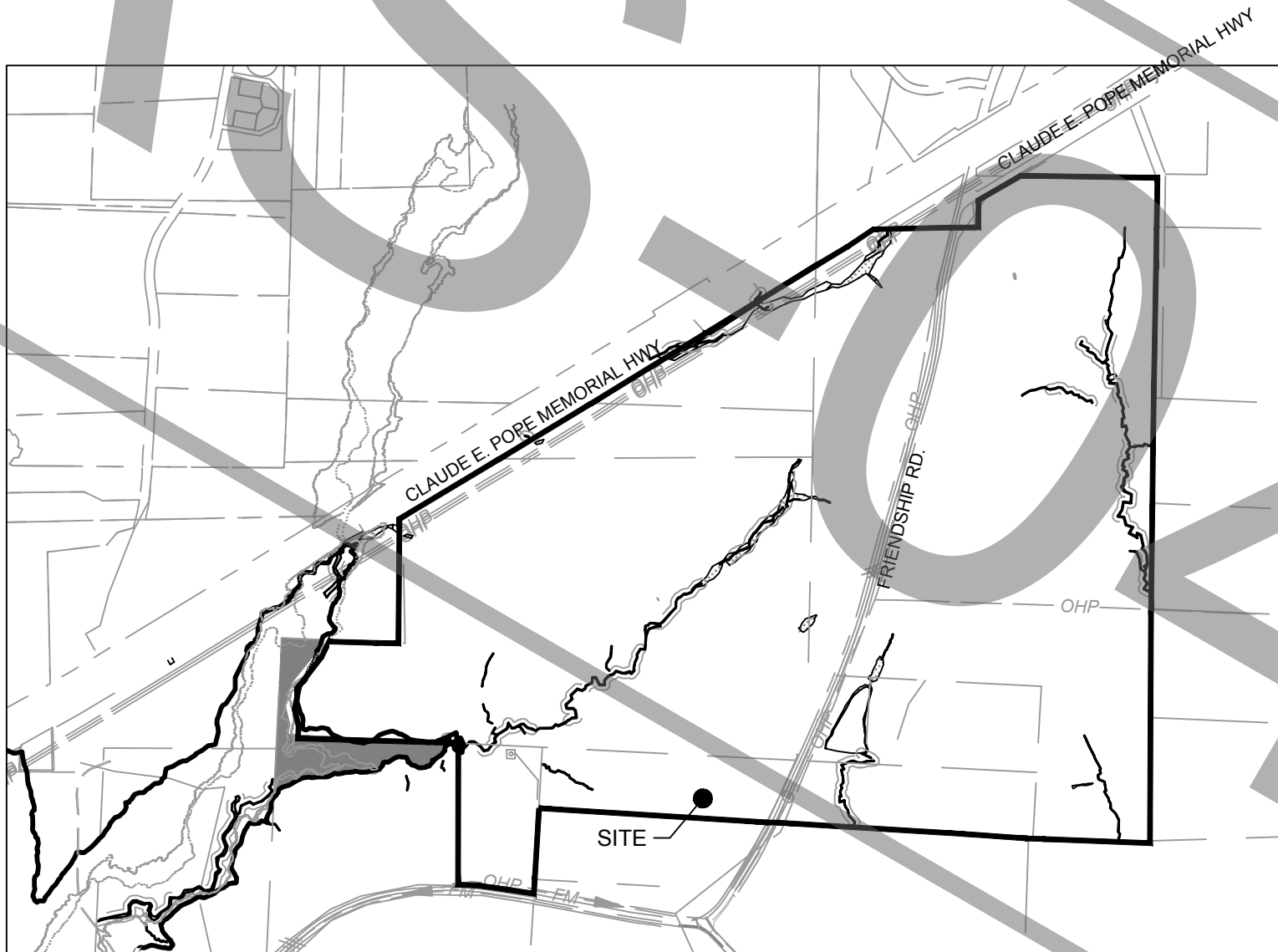
*PROPOSED SITE DATA ACREAGE DIFFERS FROM THE TOTAL OF THE EXISTING PARCELS ACREAGE DUE TO PROPOSED RIGHT OF WAY DEDICATION NEEDED FOR FRIENDSHIP ROAD.

EXISTING PARCELS

PIN	OWNER	ACREAGE	EXISTING ZONING
0720700500	HELIX VENTURES, LLC	128.45 AC	RT
0629990816	HELIX VENTURES, LLC	2.40 AC	RT
0629617801	DUKE ENERGY	198.75 AC OF TOTAL 1,773.22 AC TRACT	R-30
0720518760	CHARLES DANIEL BAUCOM	12.34 AC OF TOTAL 32.60 AC TRACT	R-30
0720731175	CHARLES DANIEL BAUCOM	14.61 AC OF TOTAL 131.60 AC TRACT	R-30

SANITARY SEWER FLOW ESTIMATION

	ACRES	FLOW FACTOR (GPD/AC)	GALLONS PER DAY	PEAKING FACTOR	PEAK FLOW RATE (GPM)
FRIENDSHIP DEVELOPMENT	345.37	1,500	518,040	2.5	889.4



VICINITY MAP

1" = 1000'

GENERAL NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.
- CONSTRUCTION DRAWING APPROVAL IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION. DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT AND INSPECTION FEES AND OTHERS AS REQUIRED MAY BE APPLICABLE) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
- THE ESTIMATED SEWER FLOWS SHOWN ARE BASED ON ASSUMED TENANT MIX AT THE TIME OF THE SUBMITTAL. THE ESTIMATED FLOWS WILL BE UPDATED WITH EACH DEVELOPMENT PLAN SUBMITTAL.
- THE PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.
- THE MONUMENT CONTROL POINTS FOR THIS PROJECT IS: TOWN OF HOLLY SPRINGS GEODETIC MONUMENT *ALFORD 33" PUBLISHED COORDINATES N= 683,650.79"E= 2,041,575.85'ELEV = 377.10' THE TOWN OF HOLLY SPRINGS HAS INSTALLED A LOCAL GEODETIC MONUMENTATION GRID, TIED TO NAD83, WITHIN AND SURROUNDING THE TOWN LIMITS. ALL SURVEYED INFORMATION (WHEN ANY PORTION OF THE PROJECT IN DESIGN IS WITHIN 2000 FEET OF THE TOWN'S GEODETIC MONUMENT) SHALL REFERENCE THE NEAREST MONUMENT AND SHALL BE CLEARLY NOTED ON THE FIRST SHEET OF, BOTH CONSTRUCTION PLANS, AND AS-BUILTS SUBMITTED TO THE TOWN.
- IF THERE IS A GEODETIC MONUMENT LOCATED ON THIS SITE, IT MUST BE PROTECTED OR IF RELOCATION IS NEEDED IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO RELOCATE IT WITH SURVEY ACCURACY.

TABLE OF CONTENTS

Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	ARCHITECTURAL MASTER PLAN
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C3.0	OVERALL MASTER PLAN
C3.1	MASTER PLAN
C3.2	MASTER PLAN
C3.3	MASTER PLAN
C3.4	OVERALL PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.5	PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.6	PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.7	PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.8	SEWER BASIN MAP
C4.0	DRAINAGE AREA MAP
C5.0	NOTES AND DETAILS
C6.0	OVERALL OFFSITE ROAD IMPROVEMENT PLAN
L1.0	TREE PRESERVATION PLAN
L2.0	OVERALL LANDSCAPE PLAN
L2.1	LANDSCAPE PLAN
L2.2	LANDSCAPE PLAN
L2.3	LANDSCAPE PLAN
L2.4	LANDSCAPE DETAILS

ZONING REQUIREMENTS:

- THIS IS STANDARD LANGUAGE THAT CAN BE MODIFIED IF IT IS MORE APPROPRIATE FOR THIS REQUEST: THE TOWN REQUIRES, PURSUANT TO N.C.G.S. § 160A-372, THE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY, AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE APPROVED TRANSPORTATION IMPACT ANALYSIS, TO CREATE CONDITIONS ESSENTIAL TO PUBLIC HEALTH, SAFETY, AND THE GENERAL WELFARE. A REZONING MAY BE DELAYED UNTIL SUCH TIME AS NECESSARY TRANSPORTATION IMPROVEMENTS (TO INCLUDE OFFSITE IMPROVEMENTS) MAY BE MADE, UNLESS THE TOWN AND THE DEVELOPER CAN ENTER INTO AGREEMENTS TO ACCELERATE THE TIME FOR COMPLETION OF THESE NEEDED IMPROVEMENTS.
- A TRAFFIC IMPACT ANALYSIS (TIA) SHALL BE SUBMITTED, REVIEWED AND APPROVED BY THE TOWN AND THE NCDOT AS PART OF THIS REZONING.
- A MASTER PLAN AMENDMENT SHALL BE REQUIRED TO IDENTIFY THE RECOMMENDED IMPROVEMENTS IDENTIFIED IN THE FUTURE APPROVED TIA, NECESSARY TO MITIGATE THE IMPACTS FROM DEVELOPMENT ON THE PROPERTIES REQUESTED WITH THIS REZONING.
- THE PROPERTIES BEING REQUESTED FOR DEVELOPMENT AS PART OF THIS REZONING ARE DEPENDENT ON AN OFF-SITE DESIGN-BUILD UTILITY PROJECT IN PARTNERSHIP WITH THE TOWN. THIS INCLUDES SANITARY SEWER EXTENSION, A NEW WESTERN PUMP STATION AND FORCEMAIN, POTABLE WATERMAIN EXTENSION AND RECLAIMED WATERMAIN EXTENSION TO THE SUBJECT AREA, DUE TO THE DEPENDENCY OF THIS PROJECT ON UTILITY INFRASTRUCTURE TO BE COMPLETED BY THE TOWN, ONGOING COMMUNICATION WILL BE MAINTAINED BETWEEN THE DEVELOPER AND THE TOWN TO COORDINATE TIMING OF CONSTRUCTION OF IMPROVEMENTS.
- ALL ON-SITE AND OFF-SITE IMPROVEMENTS WILL BE IDENTIFIED IN THE SEWER STUDY.
- AT MINIMUM, THE OFF-SITE UTILITIES CONSTRUCTED BY OTHERS NEED TO BE ON A CONSTRUCTION DRAWING DOCUMENT, RECEIVED APPROVAL AND MOVING AHEAD OF THIS DEVELOPMENT PROJECT PRIOR TO THE 1ST CONSTRUCTION DRAWING SUBMITTAL RELATED TO THIS REZONING.
- CONSTRUCTION DRAWING APPROVAL FOR ON-SITE UTILITIES ARE RELIANT ON THE OFF-SITE UTILITY PERMITTING. THE OFF SITE UTILITIES NEEDS TO BE APPROVED AND PERMITTED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND PERMIT SUBMITTAL FOR THIS PROJECT.
- ANY ADDITIONAL UTILITIES ANALYSIS OR EVALUATION, OR UPDATES TO EXISTING STUDIES NECESSARY TO SERVE THIS DEVELOPMENT, SHALL BE COMPLETED WITH THE MASTER PLAN AND SUBSEQUENT DEVELOPMENT PLANS.
- THE TOWN REQUIRES CERTAIN FEES TO BE PAID UPON DEVELOPMENT OF LAND AND FOR THE GRANTING OF A BUILDING PERMIT. SAID FEES ARE LISTED IN THE TOWN'S ANNUAL BUDGET, AND WITH THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET; AND (III) NOTWITHSTANDING ANY REIMBURSEMENTS DISCUSSED AT THIS TIME THROUGH AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT, HEREBY AGREES TO TIMELY PAY ALL NORMAL AND CUSTOMARY FEES APPLICABLE TO DEVELOPER IN CONNECTION WITH THE NON-RESIDENTIAL 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.



THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Road, Suite 102 | Raleigh, NC 27607
TEL 919.866-4931 FAX 919.866-4931 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

REVISION DESCRIPTION

DATE

DATE
08/27/2021

DRAWN BY
W ALTMAN

DESIGNED BY
W ALTMAN

CHECKED BY
B HALL

SCALE
AS SHOWN

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA

COVER SHEET

JOB NO.
48802

SHEET NO.
C0.0-A

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5410 Trinity Road, Suite 102 | Raleigh, NC 27607
TEL 919.866.4951 FAX 919.833.8124 www.timmons.com

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DATE _____

DATE
08/27/2021

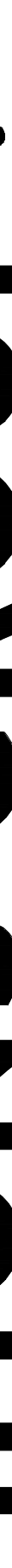
DRAWN BY
W. ALTMAN

DESIGNED BY
W. ALTMAN

CHECKED BY _____

B HALL

SCALE
AS SHOWN

The logo for the Timmons Group, featuring the company name in a bold, sans-serif font, followed by a graphic of a series of dots of varying sizes arranged in a curved, upward-pointing arc.

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)

WAKE COUNTY - NORTH CAROLINA

ARCHITECTURAL MASTER PLAN

JOB NO.
48802

SHEET NO.
C0.1-A

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PROPOSED ARCHITECTURAL STANDARDS



Project Information

Project Name: Friendship Development

Purpose Statement

The purpose of the architectural standards of the Friendship Development for both the Research and Technology and the Mixed Use areas is to create simple unifying elements through native landscaping, signage and basic material selections to create a general feeling of continuity and quality design without limiting the flexibility in both design and functionality required by the major employers and successful retailers the Town and Developer hopes to attract with this project. Therefore, in conjunction with the guidelines of the Unified Development Ordinance, we propose these general unifying elements for the Friendship Master Plan:

Unifying Elements:

1. Park entries along Friendship Road and main entrances to each individual campus will be denoted by monument signage created of similar high quality and permanent base materials (including but not limited to masonry, metal, stone), on which the title of the park or insignia of the occupant will be displayed. Trademarked colors, fonts, and designs of the occupant's insignia or company branding will be encouraged to promote some diversity and visual interest and also improve wayfinding and direction within the park.
2. Wherever commercially possible, native species already present on the Park land will be used along the ROWs as well as in setbacks and buffers throughout the Park.
3. Subsequent Development Plans within the Park will be encouraged to use native species to create a uniform look and promote the natural surroundings of Holly Springs.
4. At the main pedestrian entry to the primary building of each development within the Park, architectural elements will be added or varied to create a sense of place and visual wayfinding from the visitor or main parking areas to direct pedestrian traffic in a visually attractive way. This can be accomplished by a variety of means including but not limited to: a canopy or similar architectural element above the entry, variation of materials including masonry and glass, sidewalk and landscaping or other ground elements that create an inviting entry.
5. All buildings will have masonry or similar materials and meeting regulations per UDO Section 4.05 B. 1. C. (1) (including glass, etc.) along frontages that directly face major thoroughfares.
6. All signs to be in accordance with the Holly Springs Unified Development Ordinance and a Master Sign Plan will be provided
7. Architectural materials and colors for the CB parcel shall be of consistent and compatible materials and colors that meet the minimum requirements for architectural site design in the Holly Springs Unified Development Ordinance
8. Black Shoe Box LEDs will be used for lighting. Lighting details shall be provided in a lighting plan per UDO Section 7.02.
9. The minimum UDO Architectural and Site Design requirements shall be met.

(Note: Additional waivers from these standards as well as the UDO standards can be sought through the development plan approval processes subsequent to this master plan approval.)

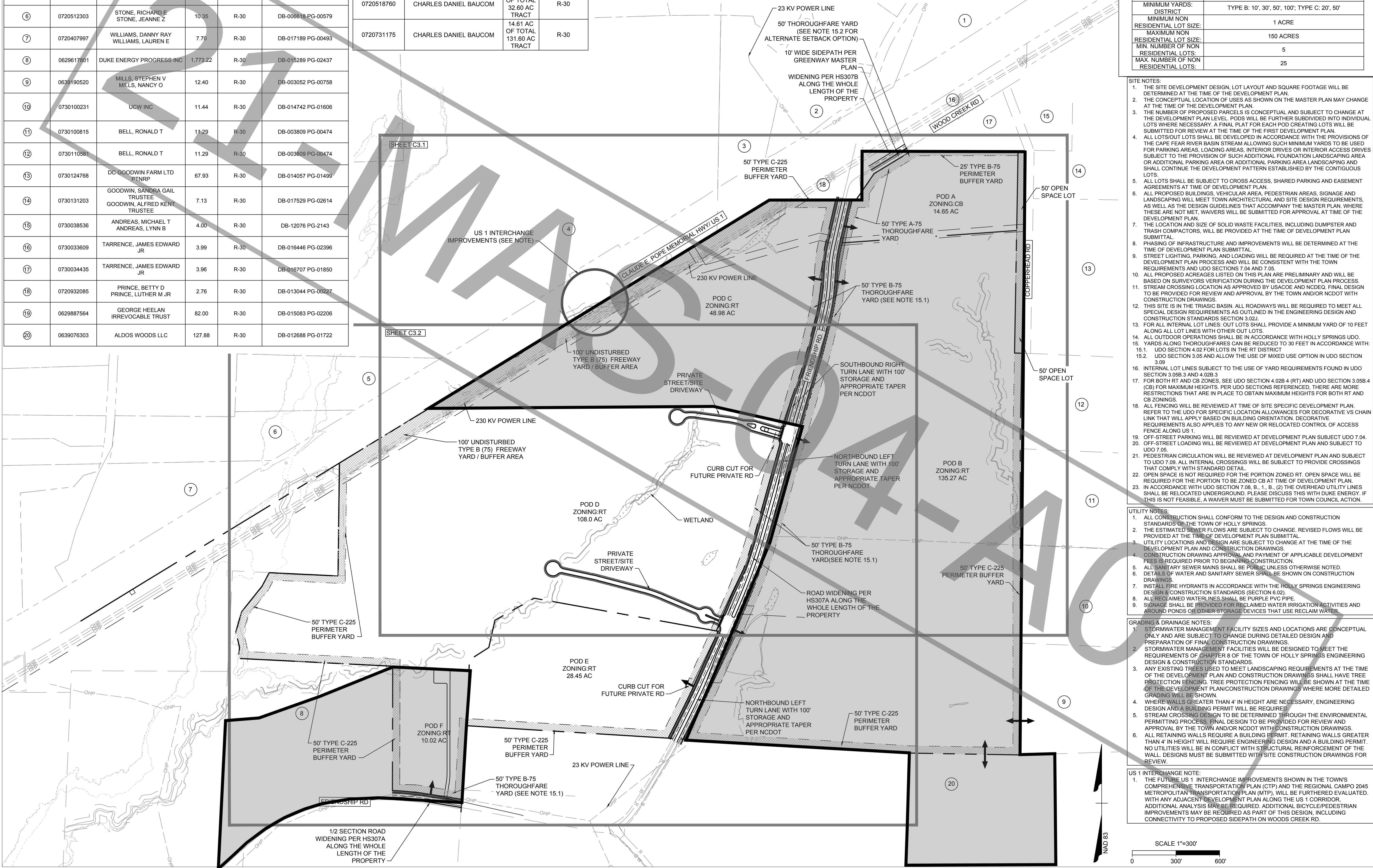
TRUSTWELL PROPERTY GROUP
3717 National Drive, Ste. 209
Raleigh, NC 27612

ADJACENT PARCELS					
NUMBER	PIN	OWNER	ACREAGE	ZONING	DEED BOOK
①	0730043464	HASTING, JEFFREY GOODWIN TRUSTEE FBO BOBBY STEELE	12.54	R-30	DB-014587 PG-01572
②	0720931641	BLAND, THOMAS M. BLAND, BETH BUSHMAN	5.00	R-30	DB-016979 PG-02596
③	0720838629	RRPLT LLC	9.15	R-30	DB-015769 PG-02162
④	0720731175	BAUCOM, CHARLES DANIEL	131.60	R-30	DB-013283 PG-01993
⑤	0720518760	BAUCOM, CHARLES DANIEL	32.60	R-30	DB-013283 PG-01993
⑥	0720512303	STONE, RICHARD E STONE, JEANNE Z	10.35	R-30	DB-006618 PG-00579
⑦	0720407997	WILLIAMS, DANNY RAY WILLIAMS, LAUREN E	7.70	R-30	DB-017189 PG-00493
⑧	0629617801	DUKE ENERGY PROGRESS INC	1,773.22	R-30	DB-015289 PG-02437
⑨	0638190520	MILLS, STEPHEN V MILLS, NANCY O	12.40	R-30	DB-003052 PG-00758
⑩	0730100231	UCW INC	11.44	R-30	DB-014742 PG-01606
⑪	0730100815	BELL, RONALD T	11.29	R-30	DB-003809 PG-00474
⑫	0730110581	BELL, RONALD T	11.29	R-30	DB-003809 PG-00474
⑬	0730124768	DC GOODWIN FARM LTD PTRNP	67.93	R-30	DB-014057 PG-01499
⑭	0730131203	GOODWIN, SANDRA GAIL TRUSTEE GOODWIN, ALFRED KENT TRUSTEE	7.13	R-30	DB-017529 PG-02614
⑮	0730038536	ANDREAS, MICHAEL T ANDREAS, LYNN B	4.00	R-30	DB-12076 PG-2143
⑯	0730033609	TARRENCE, JAMES EDWARD JR	3.99	R-30	DB-016446 PG-02396
⑰	0730034435	TARRENCE, JAMES EDWARD JR	3.96	R-30	DB-016707 PG-01850
⑱	0720932085	PRINCE, BETTY D PRINCE, LUTHER M JR	2.76	R-30	DB-013044 PG-00227
⑲	0629887564	GEORGE HEELAN IRREVOCABLE TRUST	82.00	R-30	DB-015083 PG-02206
⑳	0639076303	ALDOS WOODS LLC	127.88	R-30	DB-012688 PG-01722

EXISTING PARCELS			
PIN	OWNER	ACREAGE	EXISTING ZONING
0720700500	HELIX VENTURES, LLC	128.45 AC	RT
0629990816	HELIX VENTURES, LLC	2.40 AC	RT
0629617801	DUKE ENERGY	198.75 AC OF TOTAL 1,773.22 AC TRACT	R-30
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0720731175	CHARLES DANIEL BAUCOM	14.61 AC OF TOTAL 131.60 AC TRACT	R-30

SIGHT DISTANCE TRIANGLES				
SIGHT DISTANCE TRIANGLE CALCULATIONS BASED ON TABLE 3.1 OF THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.				
VEHICLE CROSSING THE ROADWAY	SIGHT DISTANCE (FT) PER 10 MPH OF DESIGN SPEED FOR APPROPRIATE WIDTH OF CROSSING			
	2-LANES	4-LANES	6-LANES	8-LANES
PASSENGER	100	120	130	140
SINGLE UNIT TRUCK	130	150	170	190
LARGE TTST	170	200	210	220

NOTE:
1. PODS E AND F REGULATED BY 21-MAS-04-A01 FRIENDSHIP INNOVATION PARK.



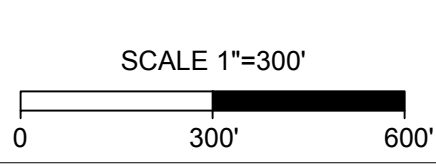
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MIN LOT WIDTH	RT-100' ; CB-100'
MAXIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-75' ; CB-55'
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-N/A ; CB-25'
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	1 ACRE
RESIDENTIAL LOT SIZE: MIN. NUMBER OF NON RESIDENTIAL LOTS:	150 ACRES
MAX. NUMBER OF NON RESIDENTIAL LOTS:	5
	25

- SITE NOTES:
- THE SITE DEVELOPMENT DESIGN, LOT LAYOUT AND SQUARE FOOTAGE WILL BE DETERMINED AT THE TIME OF THE DEVELOPMENT PLAN.
 - THE CONCEPTUAL LOCATION OF USES AS SHOWN ON THE MASTER PLAN MAY CHANGE AT THE TIME OF THE DEVELOPMENT PLAN.
 - THE NUMBER OF PROPOSED PARCELS IS CONCEPTUAL AND SUBJECT TO CHANGE AT THE DEVELOPMENT PLAN LEVEL. PODS WILL BE FURTHER SUBDIVIDED INTO INDIVIDUAL LOTS WHERE NECESSARY. A FINAL PLAT FOR EACH POD CREATING LOTS WILL BE SUBMITTED FOR REVIEW AT THE TIME OF THE FIRST DEVELOPMENT PLAN.
 - ALL LOTS/OUT LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE CAPE FEAR RIVER BASIN STREAM ALLOWING SUCH MINIMUM YARDS TO BE USED FOR PARKING AREAS, LOADING AREAS, INTERIOR DRIVES OR INTERIOR ACCESS DRIVES SUBJECT TO THE PROVISION OF SUCH ADDITIONAL FOUNDATION LANDSCAPING AREA OR ADDITIONAL PARKING AREA OR ADDITIONAL PARKING AREA LANDSCAPING AND SHALL CONTINUE THE DEVELOPMENT PATTERN ESTABLISHED BY THE CONTIGUOUS LOTS.
 - ALL LOTS SHALL BE SUBJECT TO CROSS ACCESS, SHARED PARKING AND EASEMENT AGREEMENTS AT TIME OF DEVELOPMENT PLAN.
 - ALL PROPOSED BUILDINGS, VEHICULAR AREA, PEDESTRIAN AREAS, SIGNAGE AND LANDSCAPING WILL MEET TOWN ARCHITECTURAL AND SITE DESIGN REQUIREMENTS, AS WELL AS THE DESIGN GUIDELINES THAT ACCOMPANY THE MASTER PLAN. WHERE THESE ARE NOT MET, WAIVERS WILL BE SUBMITTED FOR APPROVAL AT TIME OF THE DEVELOPMENT PLAN.
 - THE LOCATION AND SIZE OF SOLID WASTE FACILITIES, INCLUDING DUMPSTER AND TRASH COMPACTORS, WILL BE PROVIDED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL.
 - PHASING OF INFRASTRUCTURE AND IMPROVEMENTS WILL BE DETERMINED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL.
 - STREET LIGHTING, PARKING, AND LOADING WILL BE REQUIRED AT THE TIME OF THE DEVELOPMENT PLAN PROCESS AND WILL BE CONSISTENT WITH THE TOWN REQUIREMENTS AND UDO SECTIONS 7.04 AND 7.05.
 - ALL PROPOSED ACRES LISTED ON THIS PLAN ARE PRELIMINARY AND WILL BE BASED ON SURVEYORS VERIFICATION DURING THE DEVELOPMENT PLAN PROCESS.
 - STREAM CROSSING LOCATION AS APPROVED BY USACE AND NCDOT. FINAL DESIGN TO BE PROVIDED FOR REVIEW AND APPROVAL BY THE TOWN AND/OR NCDOT WITH CONSTRUCTION DRAWINGS.
 - THIS SITE IS IN THE TRISAC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02.
 - FOR ALL INTERNAL LOT LINES: OUT LOTS SHALL PROVIDE A MINIMUM YARD OF 10 FEET ALONG ALL LOT LINES WITH OTHER OUT LOTS.
 - ALL OUTDOOR OPERATIONS SHALL BE IN ACCORDANCE WITH HOLLY SPRINGS UDO.
 - YARDS ALONG THOROUGHFARES CAN BE REDUCED TO 30 FEET IN ACCORDANCE WITH: 15.1 UDO SECTION 4.02 FOR LOTS IN THE RT DISTRICT.
 - UDO SECTION 3.05 AND ALLOW THE USE OF MIXED USE OPTION IN UDO SECTION 3.09.
 - INTERNAL LOT LINES SUBJECT TO THE USE OF YARD REQUIREMENTS FOUND IN UDO SECTION 3.05B.3 AND 4.02B.3.
 - FOR BOTH RT AND CB ZONES, SEE UDO SECTION 4.02B.4 (RT) AND UDO SECTION 3.05B.4 (CB) FOR MAXIMUM HEIGHTS. PER UDO SECTIONS REFERENCED, THERE ARE MORE RESTRICTIONS THAT ARE IN PLACE TO OBTAIN MAXIMUM HEIGHTS FOR BOTH RT AND CB ZONINGS.
 - ALL FENCING WILL BE REVIEWED AT TIME OF SITE SPECIFIC DEVELOPMENT PLAN. REFER TO THE UDO FOR SPECIFIC LOCATION ALLOWANCES FOR DECORATIVE VS CHAIN LINK THAT WILL APPLY BASED ON BUILDING ORIENTATION. DECORATIVE REQUIREMENTS ALSO APPLIES TO ANY NEW OR RELOCATED CONTROL OF ACCESS FENCE ALONG US 1.
 - OFF-STREET PARKING WILL BE REVIEWED AT DEVELOPMENT PLAN SUBJECT UDO 7.04.
 - OFF-STREET LOADING WILL BE REVIEWED AT DEVELOPMENT PLAN AND SUBJECT TO UDO 7.05.
 - PEDESTRIAN CIRCULATION WILL BE REVIEWED AT DEVELOPMENT PLAN AND SUBJECT TO UDO 7.09. ALL INTERNAL CROSSINGS WILL BE SUBJECT TO PROVIDE CROSSINGS THAT COMPLY WITH STANDARD DETAIL.
 - OPEN SPACE IS NOT REQUIRED FOR THE PORTION ZONED RT. OPEN SPACE WILL BE REQUIRED FOR THE PORTION TO BE ZONED CB AT TIME OF DEVELOPMENT PLAN.
 - IN ACCORDANCE WITH UDO SECTION 7.08. B. 1., B. (2) THE OVERHEAD UTILITY LINES SHALL BE RELOCATED UNDERGROUND. PLEASE DISCUSS THIS WITH DUKE ENERGY. IF THIS IS NOT FEASIBLE, A WAIVER MUST BE SUBMITTED FOR TOWN COUNCIL ACTION.

- UTILITY NOTES:
- ALL CONSTRUCTION SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS.
 - THE ESTIMATED SEWER FLOWS ARE SUBJECT TO CHANGE. REVISED FLOWS WILL BE PROVIDED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL.
 - UTILITY LOCATIONS AND DESIGN ARE SUBJECT TO CHANGE AT THE TIME OF THE DEVELOPMENT PLAN AND CONSTRUCTION DRAWINGS.
 - CONSTRUCTION DRAWING APPROVAL AND PAYMENT OF APPLICABLE DEVELOPMENT FEES IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION.
 - ALL SANITARY SEWER MAINS SHALL BE PUBLIC UNLESS OTHERWISE NOTED.
 - DETAILS OF WATER AND SANITARY SEWER SHALL BE SHOWN ON CONSTRUCTION DRAWINGS.
 - INSTALL FIRE HYDRANTS IN ACCORDANCE WITH THE HOLLY SPRINGS ENGINEERING DESIGN & CONSTRUCTION STANDARDS (SECTION 6.02).
 - ALL RECLAIMED WATER LINES SHALL BE PURPLE PVC PIPE.
 - SIGNAGE SHALL BE PROVIDED FOR RECLAIMED WATER IRRIGATION ACTIVITIES AND AROUND PONDS OR OTHER STORAGE DEVICES THAT USE RECLAIM WATER.

- GRADING & DRAINAGE NOTES:
- STORMWATER MANAGEMENT FACILITY SIZES AND LOCATIONS ARE CONCEPTUAL ONLY AND ARE SUBJECT TO CHANGE DURING DETAILED DESIGN AND PREPARATION OF FINAL CONSTRUCTION DRAWINGS.
 - STORMWATER MANAGEMENT FACILITIES WILL BE DESIGNED TO MEET THE REQUIREMENTS OF CHAPTER 8 OF THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN & CONSTRUCTION STANDARDS.
 - ANY EXISTING TREES USED TO MEET LANDSCAPING REQUIREMENTS AT THE TIME OF THE DEVELOPMENT PLAN AND CONSTRUCTION DRAWINGS SHALL HAVE TREE PROTECTION FENCING. TREE PROTECTION FENCING WILL BE SHOWN AT THE TIME OF THE DEVELOPMENT PLAN/CONSTRUCTION DRAWINGS WHERE MORE DETAILED GRADING WILL BE SHOWN.
 - WHERE WALLS GREATER THAN 4' IN HEIGHT ARE NECESSARY, ENGINEERING DESIGN AND A BUILDING PERMIT WILL BE REQUIRED.
 - STREAM CROSSING DESIGN TO BE DETERMINED THROUGH THE ENVIRONMENTAL PERMITTING PROCESS. FINAL DESIGN TO BE PROVIDED FOR REVIEW AND APPROVAL BY THE TOWN AND/OR NCDOT WITH CONSTRUCTION DRAWINGS.
 - ALL RETAINING WALLS REQUIRE A BUILDING PERMIT. RETAINING WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE ENGINEERING DESIGN AND A BUILDING PERMIT. NO UTILITIES WILL BE IN CONFLICT WITH STRUCTURAL REINFORCEMENT OF THE WALL. DESIGNS MUST BE SUBMITTED WITH SITE CONSTRUCTION DRAWINGS FOR REVIEW.

- US 1 INTERCHANGE NOTE:
- THE FUTURE US 1 INTERCHANGE IMPROVEMENTS SHOWN IN THE TOWN'S COMPREHENSIVE TRANSPORTATION PLAN (CTP) AND THE REGIONAL CAMPO 2045 METROPOLITAN TRANSPORTATION PLAN (MTP), WILL BE FURTHER EVALUATED, WITH ANY ADJACENT DEVELOPMENT PLAN ALONG THE US 1 CORRIDOR. ADDITIONAL ANALYSIS MAY BE REQUIRED, ADDITIONAL BICYCLE/PEDESTRIAN IMPROVEMENTS MAY BE REQUIRED AS PART OF THIS DESIGN, INCLUDING CONNECTIVITY TO PROPOSED SIDEWALK ON WOODS CREEK RD.



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W ALTMAN

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TIMMONS GROUP

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA

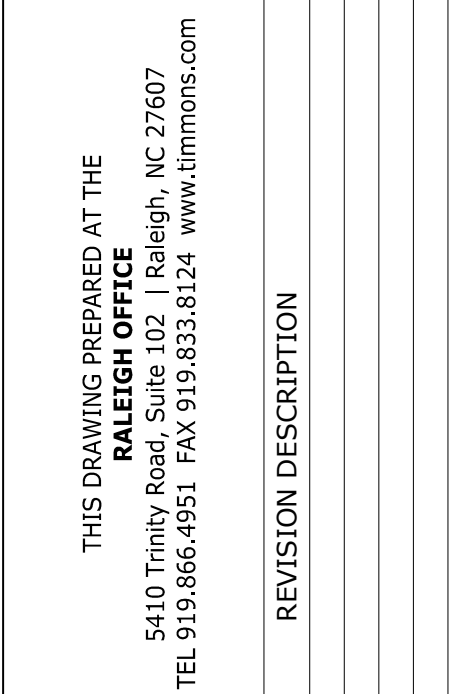
OVERALL MASTER PLAN

JOB NO.
48802

SHEET NO.
C3.0-A

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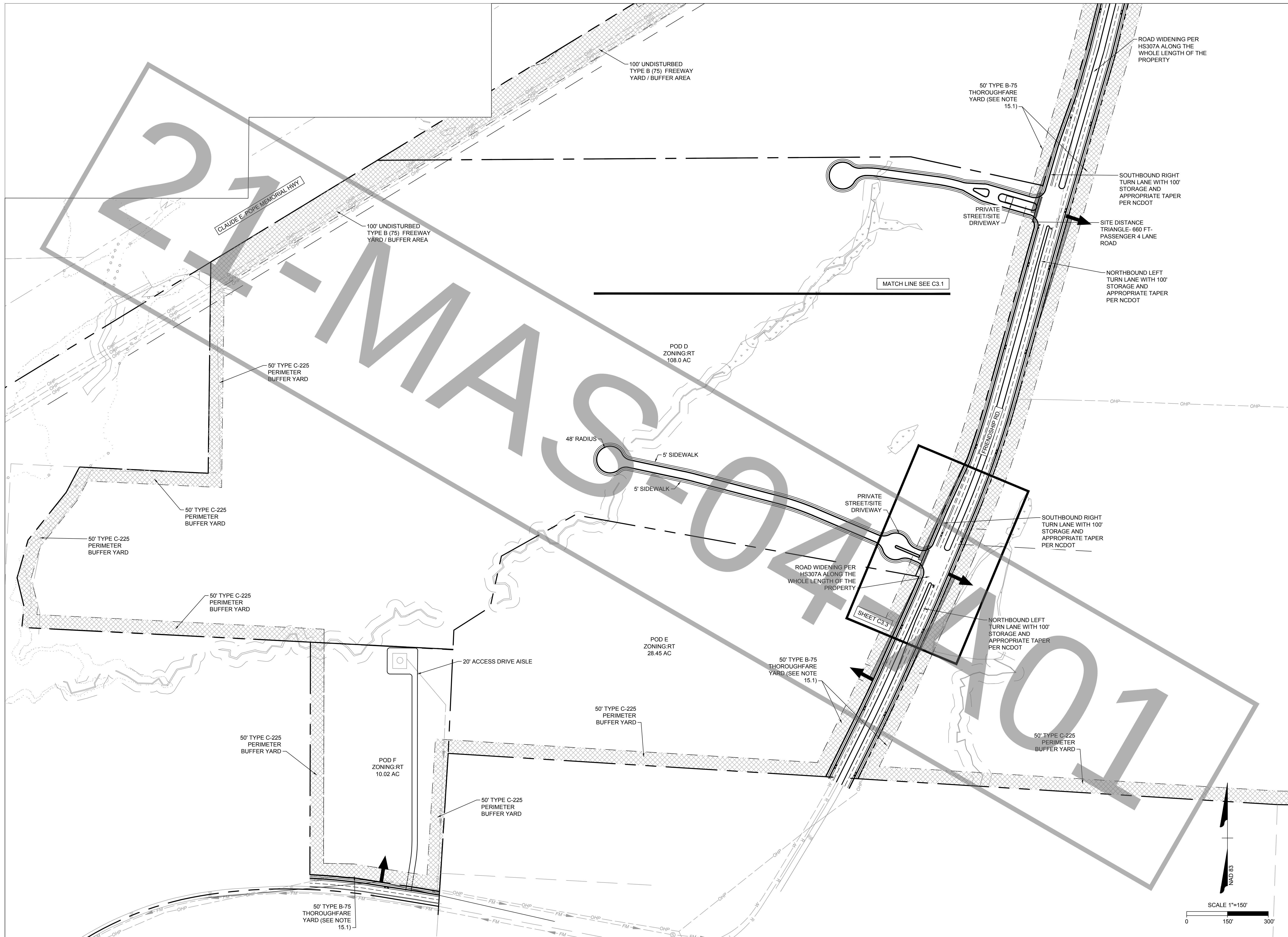
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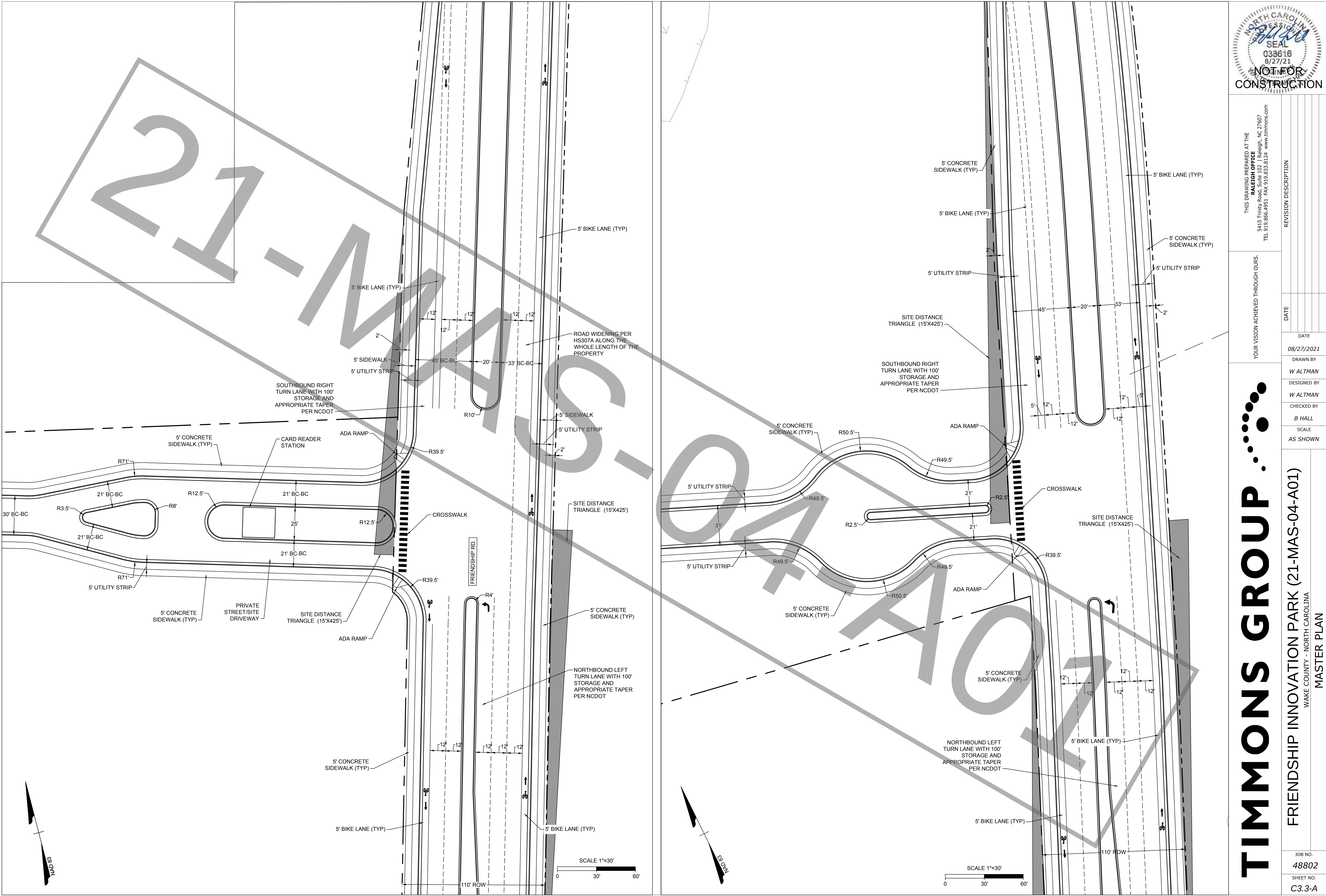
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MASTER PLAN

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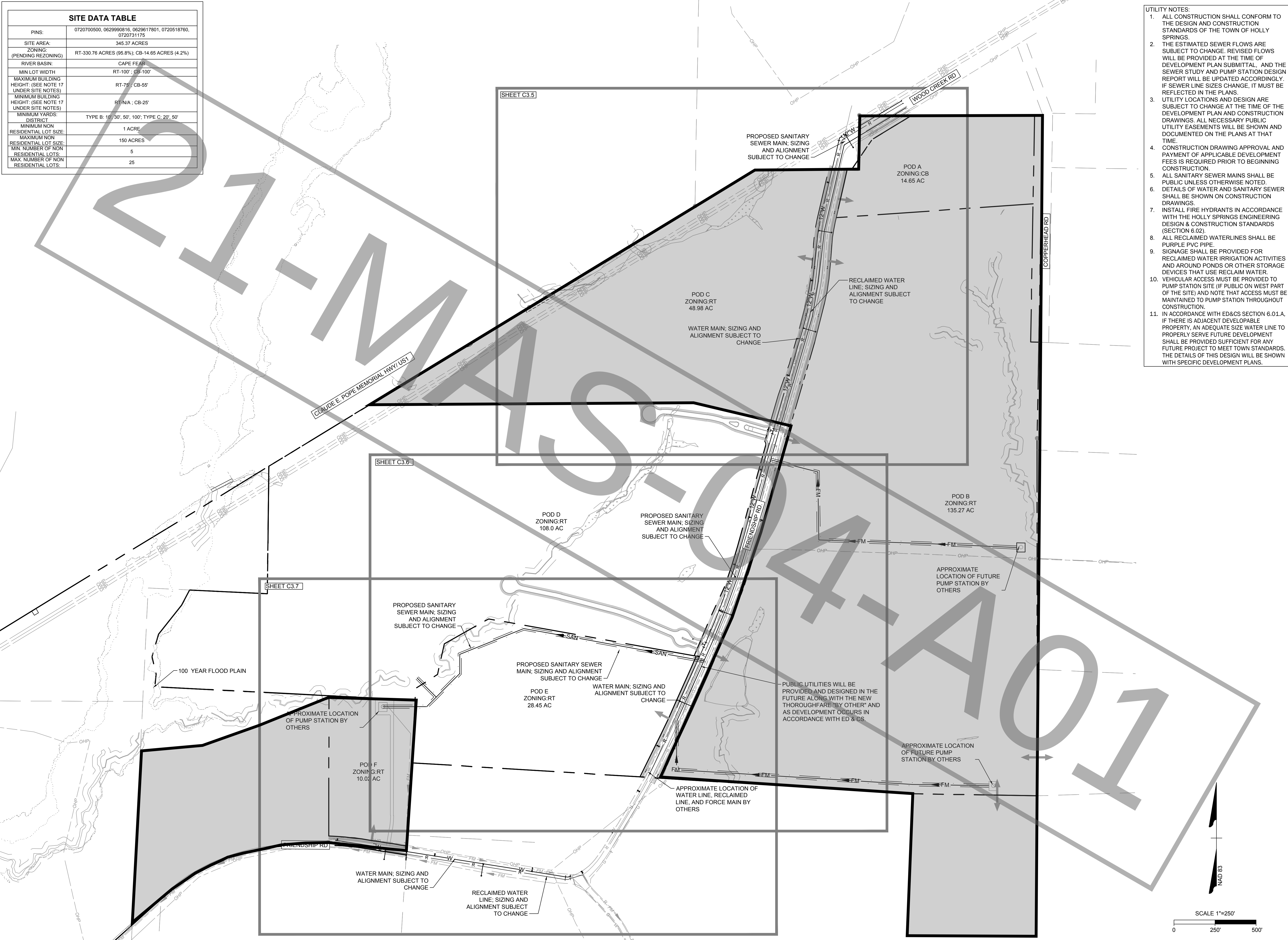
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FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA
MASTER PLAN

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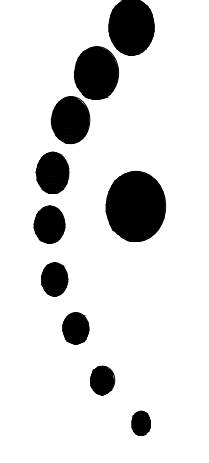
SITE DATA TABLE	
PINS:	0720700500, 062990816, 0629617801, 0720518760, 0720731175
SITE AREA:	345.37 ACRES
ZONING: (PENDING REZONING)	RT-330.76 ACRES (95.8%); CB-14.65 ACRES (4.2%)
RIVER BASIN:	CAPE FEAR
MIN LOT WIDTH	RT-100'; CB-100'
MAXIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-75'; CB-55'
MINIMUM BUILDING HEIGHT: (SEE NOTE 17 UNDER SITE NOTES)	RT-N/A'; CB-25'
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50', 100'; TYPE C: 20', 50'
MINIMUM NON RESIDENTIAL LOT SIZE:	1 ACRE
MAXIMUM NON RESIDENTIAL LOT SIZE:	150 ACRES
MIN. NUMBER OF NON RESIDENTIAL LOTS:	5
MAX. NUMBER OF NON RESIDENTIAL LOTS:	25



- UTILITY NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS.
 2. THE ESTIMATED SEWER FLOWS ARE SUBJECT TO CHANGE. REVISED FLOWS WILL BE PROVIDED AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL, AND THE SEWER STUDY AND PUMP STATION DESIGN REPORT WILL BE UPDATED ACCORDINGLY. IF SEWER LINE SIZES CHANGE, IT MUST BE REFLECTED IN THE PLANS.
 3. UTILITY LOCATIONS AND DESIGN ARE SUBJECT TO CHANGE AT THE TIME OF THE DEVELOPMENT PLAN AND CONSTRUCTION DRAWINGS. ALL NECESSARY PUBLIC UTILITY EASEMENTS WILL BE SHOWN AND DOCUMENTED ON THE PLANS AT THAT TIME.
 4. CONSTRUCTION DRAWING APPROVAL AND PAYMENT OF APPLICABLE DEVELOPMENT FEES IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION.
 5. ALL SANITARY SEWER MAINS SHALL BE PUBLIC UNLESS OTHERWISE NOTED.
 6. DETAILS OF WATER AND SANITARY SEWER SHALL BE SHOWN ON CONSTRUCTION DRAWINGS.
 7. INSTALL FIRE HYDRANTS IN ACCORDANCE WITH THE HOLLY SPRINGS ENGINEERING DESIGN & CONSTRUCTION STANDARDS (SECTION 6.02).
 8. ALL RECLAIMED WATERLINES SHALL BE PURPLE PVC PIPE.
 9. SIGNAGE SHALL BE PROVIDED FOR RECLAIMED WATER IRRIGATION ACTIVITIES AND AROUND PONDS OR OTHER STORAGE DEVICES THAT USE RECLAIM WATER.
 10. VEHICULAR ACCESS MUST BE PROVIDED TO PUMP STATION SITE (IF PUBLIC ON WEST PART OF THE SITE) AND NOTE THAT ACCESS MUST BE MAINTAINED TO PUMP STATION THROUGHOUT CONSTRUCTION.
 11. IN ACCORDANCE WITH ED&CS SECTION 6.01.A, IF THERE IS ADJACENT DEVELOPABLE PROPERTY, AN ADEQUATE SIZE WATER LINE TO PROPERLY SERVE FUTURE DEVELOPMENT SHALL BE PROVIDED SUFFICIENT FOR ANY FUTURE PROJECT TO MEET TOWN STANDARDS. THE DETAILS OF THIS DESIGN WILL BE SHOWN WITH SPECIFIC DEVELOPMENT PLANS.



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FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)

WAKE COUNTY - NORTH CAROLINA

OVERALL PRELIMINARY UTILITY AND DRAINAGE PLAN

JOB NO.	48802
SHEET NO.	C3.4-A

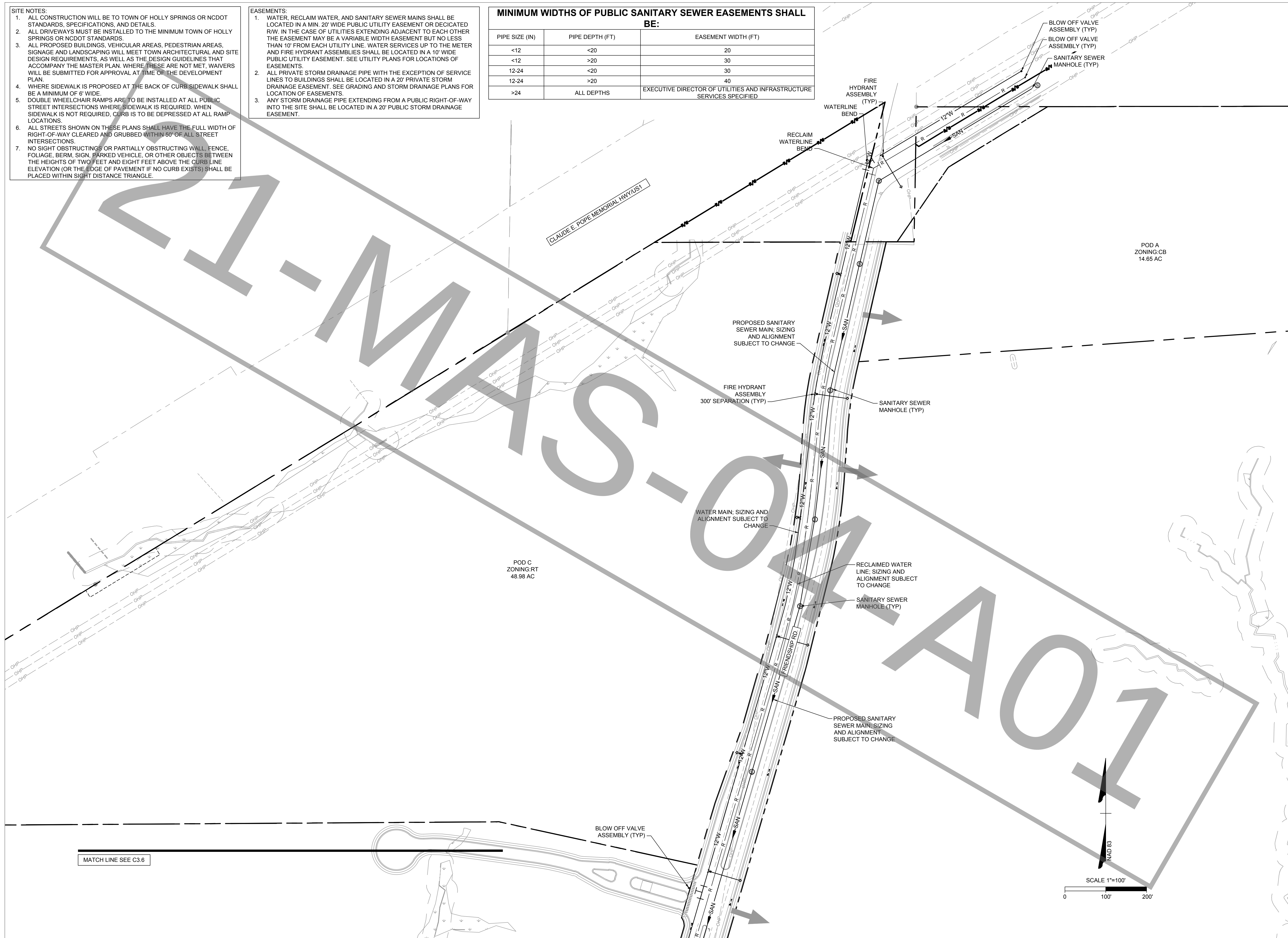
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1. ALL CONSTRUCTION WILL BE TO TOWN OF HOLLY SPRINGS OR NCDOT STANDARDS, SPECIFICATIONS, AND DETAILS.
2. ALL DRIVEWAYS MUST BE INSTALLED TO THE MINIMUM TOWN OF HOLLY SPRING OR NCDOT STANDARDS.
3. ALL PROPOSED BUILDINGS, VEHICULAR AREAS, PEDESTRIAN AREAS, SIGNAGE AND LANDSCAPING WILL MEET TOWN ARCHITECTURAL AND SITE DESIGN REQUIREMENTS, AS WELL AS THE DESIGN GUIDELINES THAT ACCOMPANY THE MASTER PLAN. WHERE THESE ARE NOT MET, WAIVERS WILL BE SUBMITTED FOR APPROVAL AT TIME OF THE DEVELOPMENT PLAN.
4. WHERE SIDEWALK IS PROPOSED AT THE BACK OF CURB SIDEWALK SHALL BE A MINIMUM OF 6' WIDE.
5. DOUBLE WHEELCHAIR RAMPS ARE TO BE INSTALLED AT ALL PUBLIC STREET INTERSECTIONS WHERE SIDEWALK IS REQUIRED. WHEN SIDEWALK IS NOT REQUIRED, CURB IS TO BE DEPRESSED AT ALL RAMP LOCATIONS.
6. ALL STREETS SHOWN ON THESE PLANS SHALL HAVE THE FULL WIDTH OF RIGHT-OF-WAY CLEAR AND GRUBBED WITHIN 50' OF ALL STREET INTERSECTIONS.
7. NO SIGN OBSTRUCTIONS OR PARTIALLY OBSTRUCTING WALL, FENCE, FOLIAGE, BERRING SIGN, PARKED VEHICLE, OR OTHER OBJECTS BETWEEN THE HEIGHTS OF TWO FEET AND EIGHT FEET ABOVE THE CURB LINE ELEVATION (OR THE EDGE OF PAVEMENT IF NO CURB EXISTS) SHALL BE PLACED WITHIN SIGN DISTANCE TRIANGLE.

1. WATER, RECLAIM WATER, AND SANITARY SEWER MAINS SHALL BE LOCATED IN A MIN. 20' WIDE PUBLIC UTILITY EASEMENT OR DEDICATED R/W. IN THE CASE OF UTILITIES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
2. ALL PRIVATE STORM DRAINAGE PIPE WITH THE EXCEPTION OF SERVICE LINES TO BUILDINGS SHALL BE LOCATED IN A 20' PRIVATE STORM DRAINAGE EASEMENT. SEE GRADING AND STORM DRAINAGE PLANS FOR LOCATION OF EASEMENTS.
3. ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.

BE:

PIPE SIZE (IN)	PIPE DEPTH (FT)	EASEMENT WIDTH (FT)
<12	<20	20
<12	>20	30
12-24	<20	30
12-24	>20	40
>24	ALL DEPTHS	EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE SERVICES SPECIFIED



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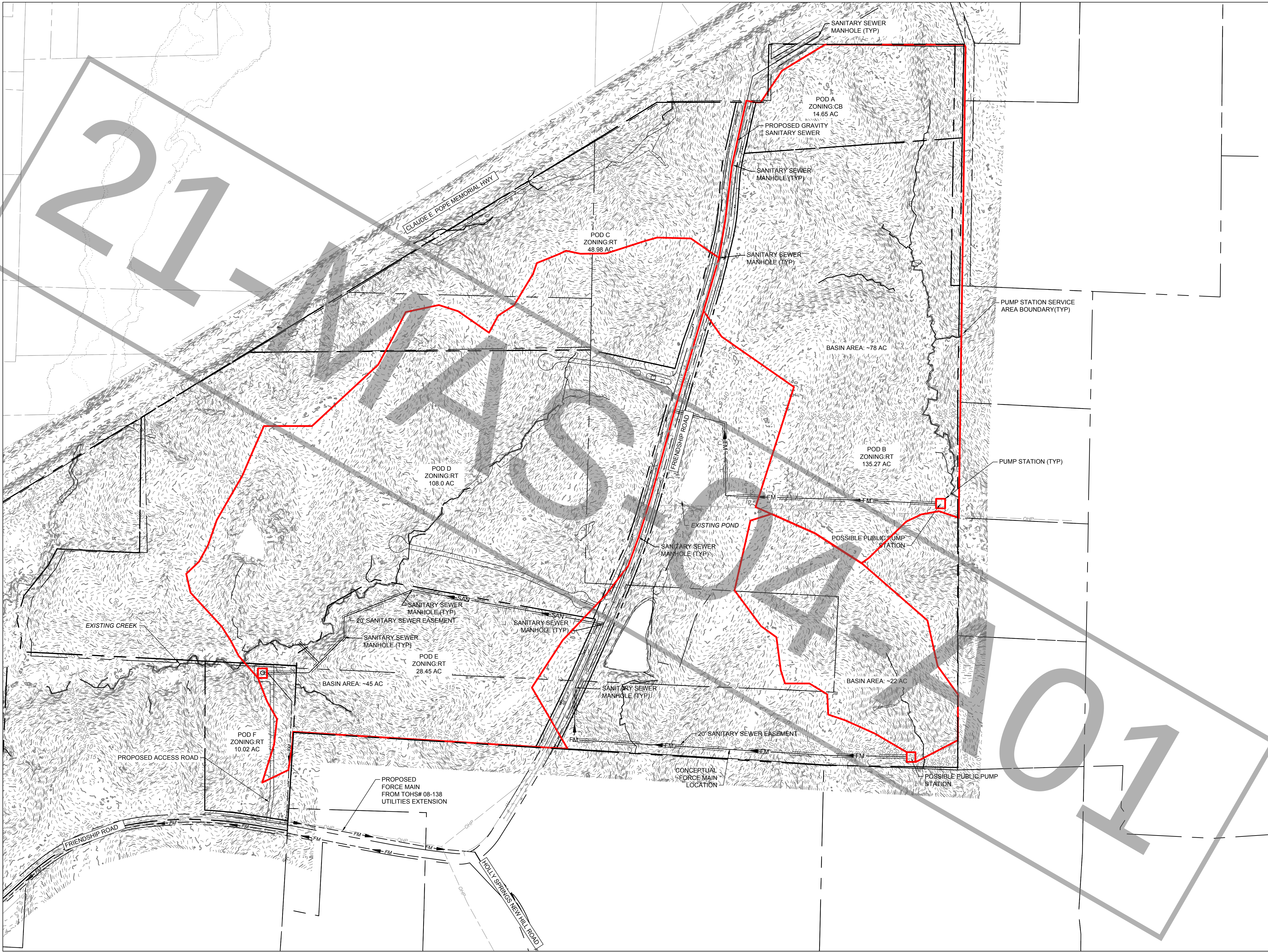
WAKE COUNTY - NORTH CAROLINA

PRELIMINARY UTILITY AND DRAINAGE PLAN

JOB NO.
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SHEET NO
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SEWER BASIN MAP
1" = 250'



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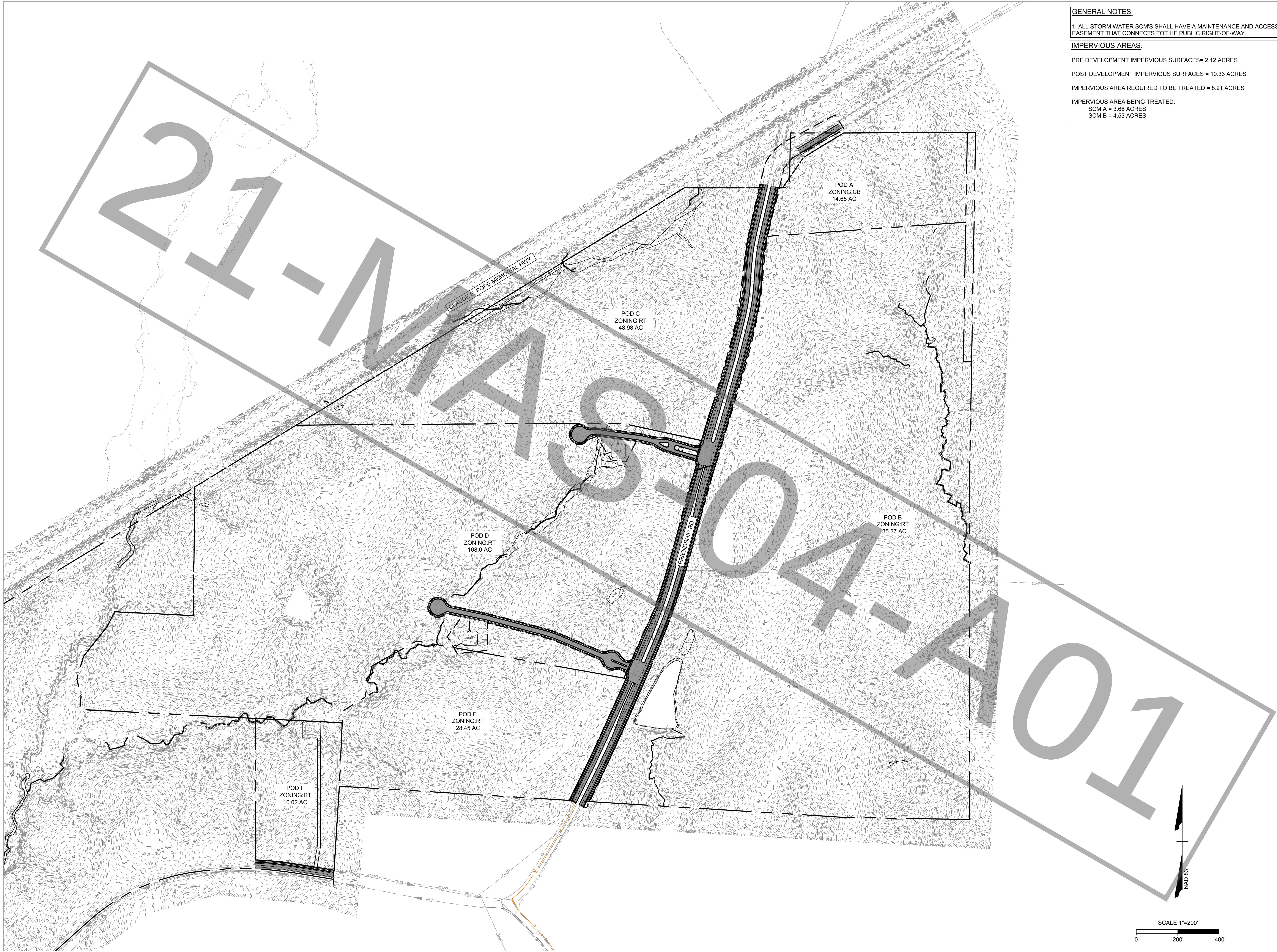
FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)

WAKE COUNTY - NORTH CAROLINA
SEWER BASIN MAP

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GENERAL NOTES:

1. ALL STORM WATER SCM'S SHALL HAVE A MAINTENANCE AND ACCESS EASEMENT THAT CONNECTS TOT HE PUBLIC RIGHT-OF-WAY.

IMPERVIOUS AREAS:

PRE DEVELOPMENT IMPERVIOUS SURFACES= 2.12 ACRES

POST DEVELOPMENT IMPERVIOUS SURFACES = 10.33 ACRES

IMPERVIOUS AREA REQUIRED TO BE TREATED = 8.21 ACRES

IMPERVIOUS AREA BEING TREATED:

SCM A = 3.68 ACRES

SCM B = 4.53 ACRES



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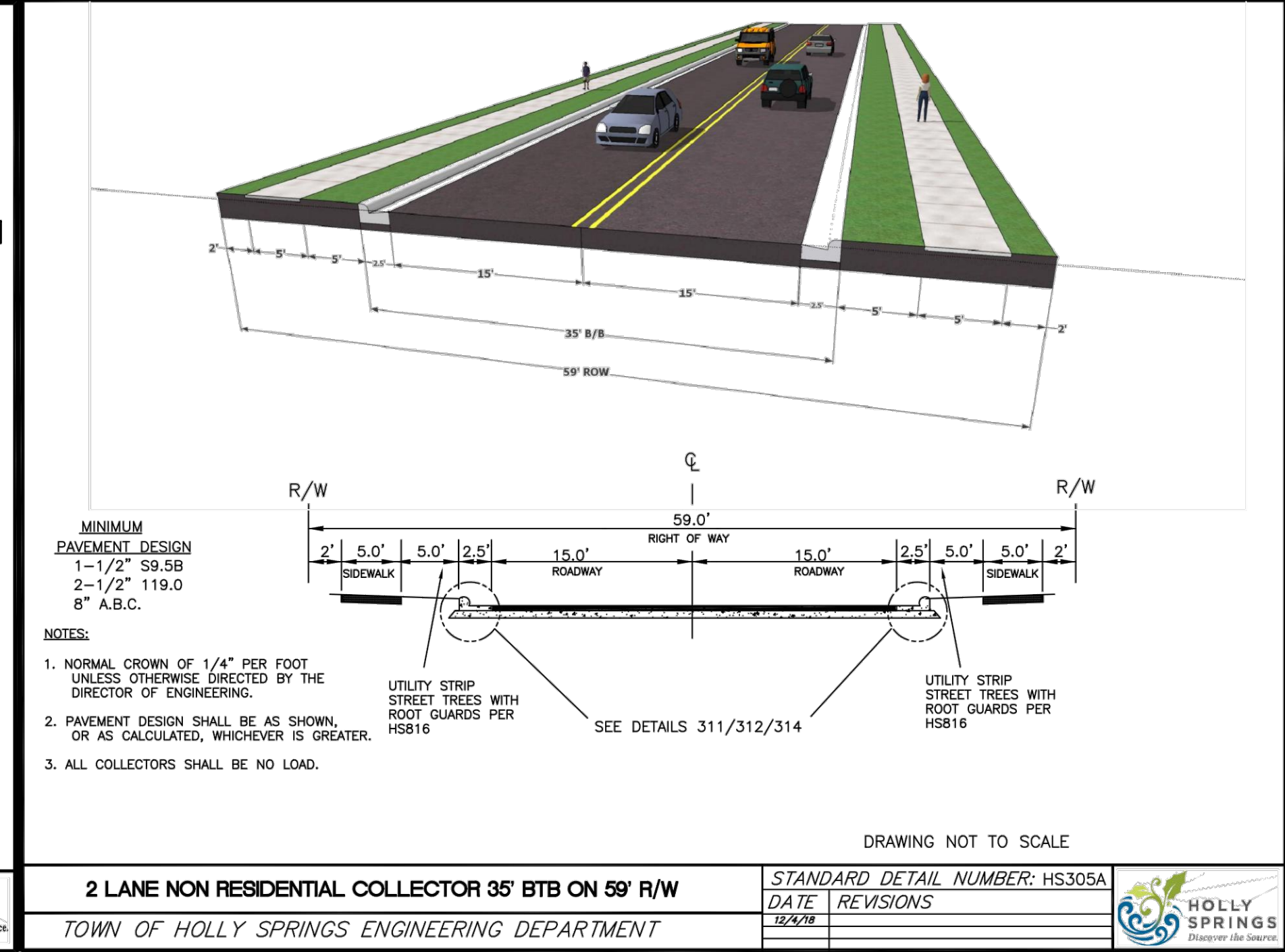
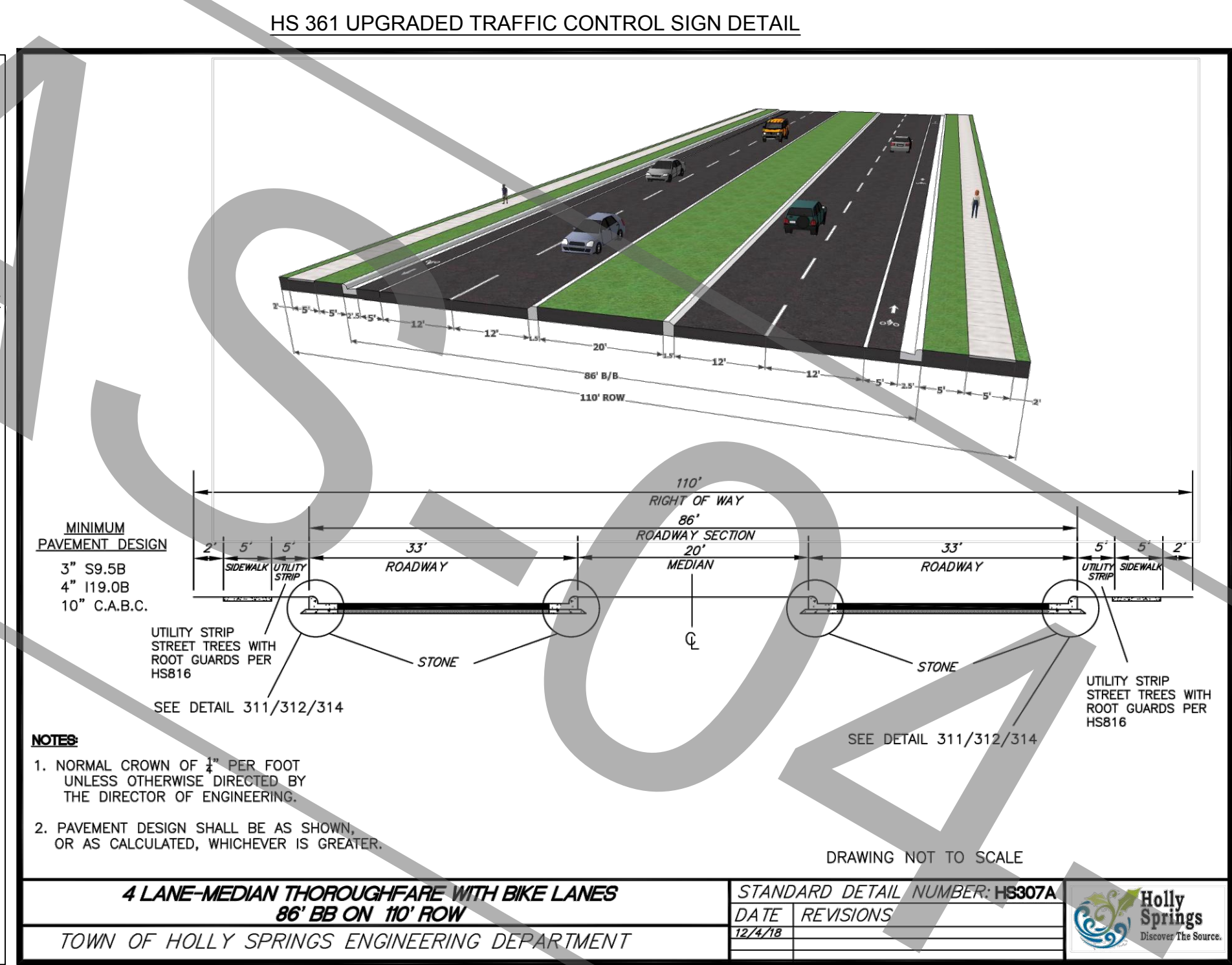
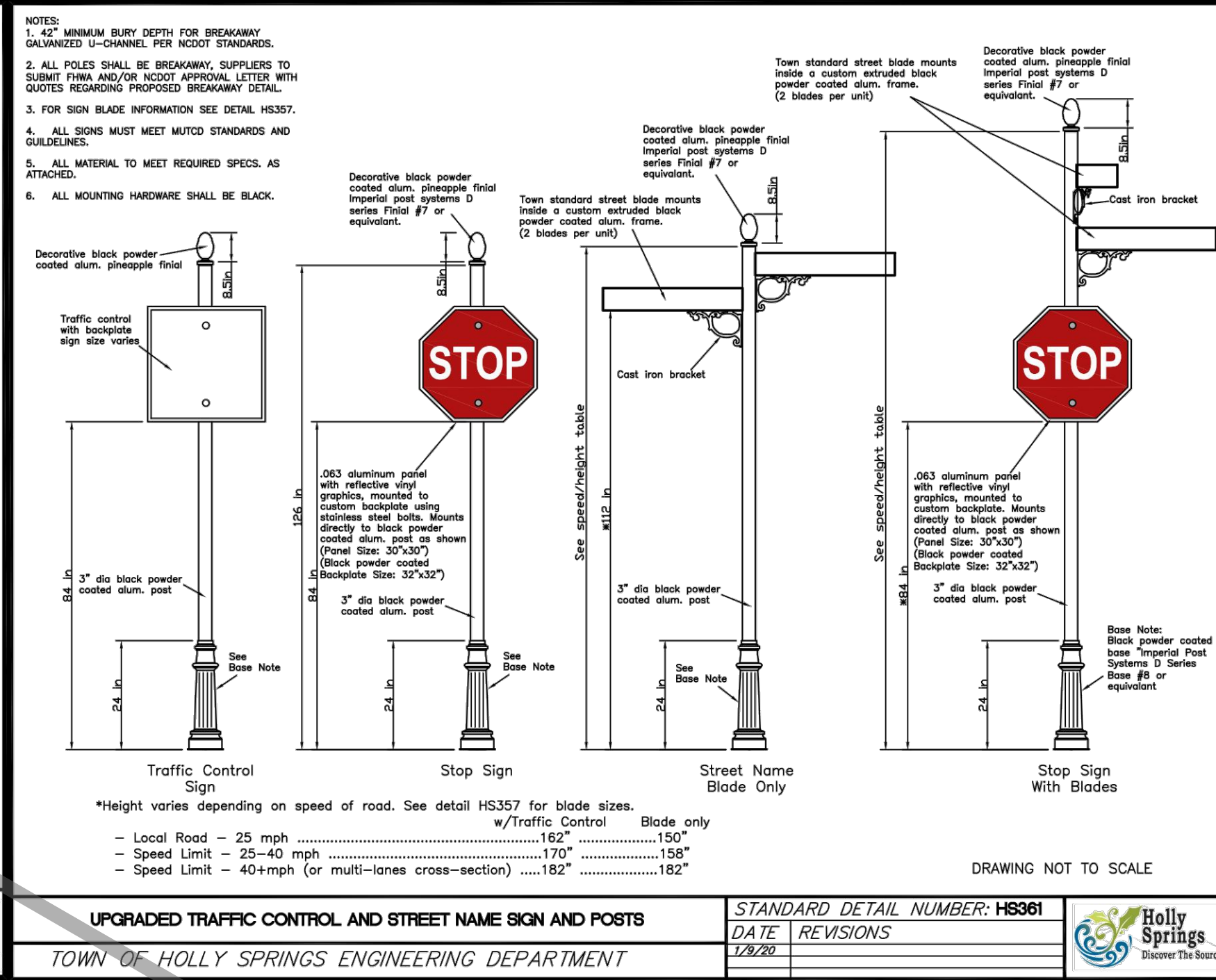
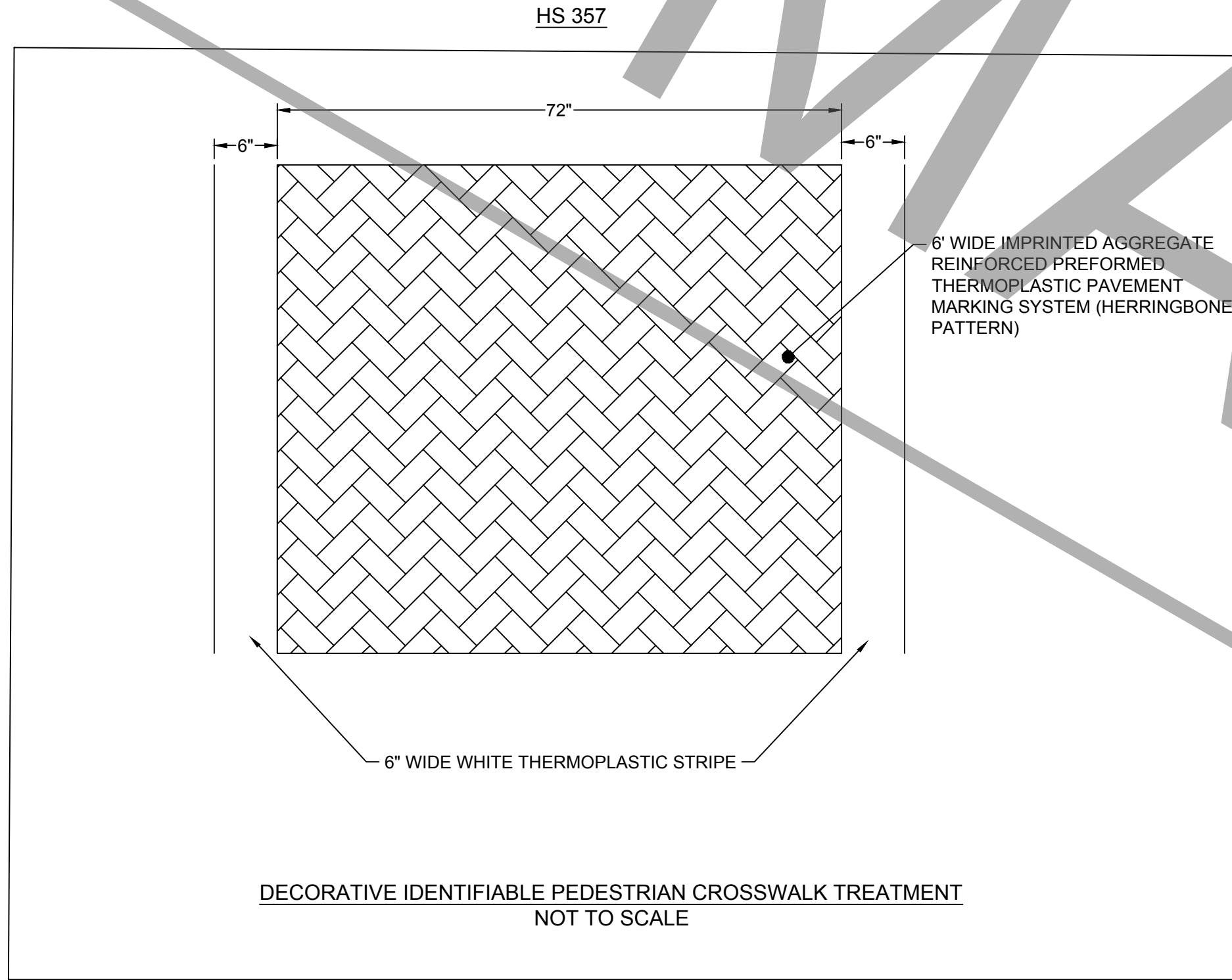
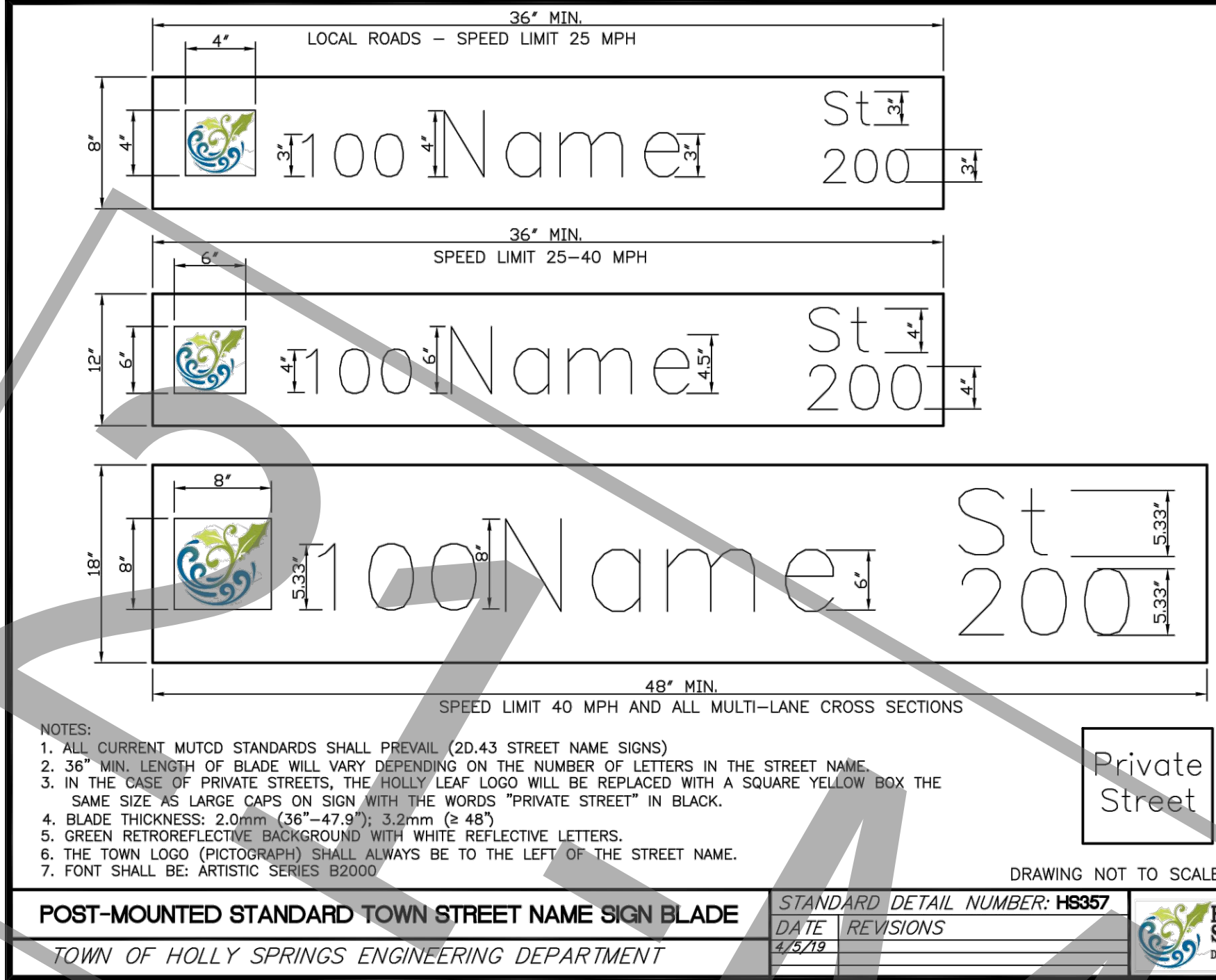
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WAKE COUNTY - NORTH CAROLINA
DRAINAGE AERA MAP

JOB NO.
48802

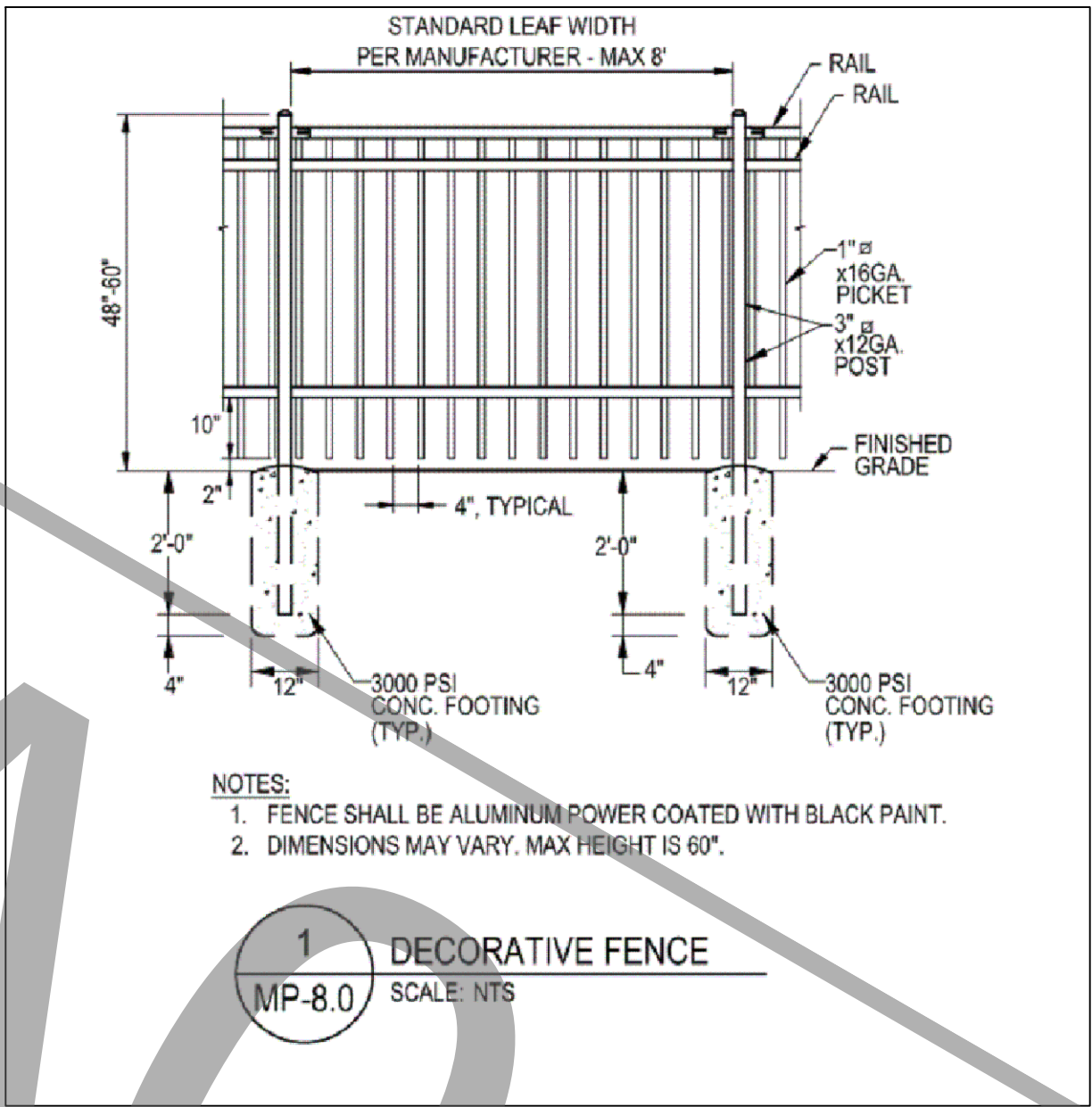
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GENERAL NOTES:

1. THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.
2. THE PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRIASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.



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WAKE COUNTY - NORTH CAROLINA

NOTES AND DETAILS

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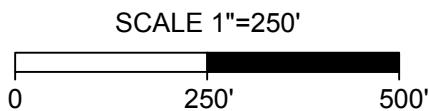
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1. TREE PRESERVATION AREAS ARE NOT REQUIRED FOR THE PORTIONS ZONED RT. TREE PRESERVATION WILL BE REQUIRED FOR PORTION TO BE ZONED C8.
2. A DETAILED TREE PRESERVATION PLAN SHALL BE REQUIRED AT THE TIME OF DEVELOPMENT PLAN. 10% OF TREE PRESERVATION IS REQUIRED.
3. EXISTING BUFFERS GENERALLY CONSIST OF SWEET GUM, OAK, MAPLE, POPLAR AND PINE.
4. TREE PRESERVATION AREA SHOULD ALSO BE CONNECTED TO CREATE HABITAT CORRIDORS WHERE POSSIBLE.



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TREE PRESERVATION PLAN

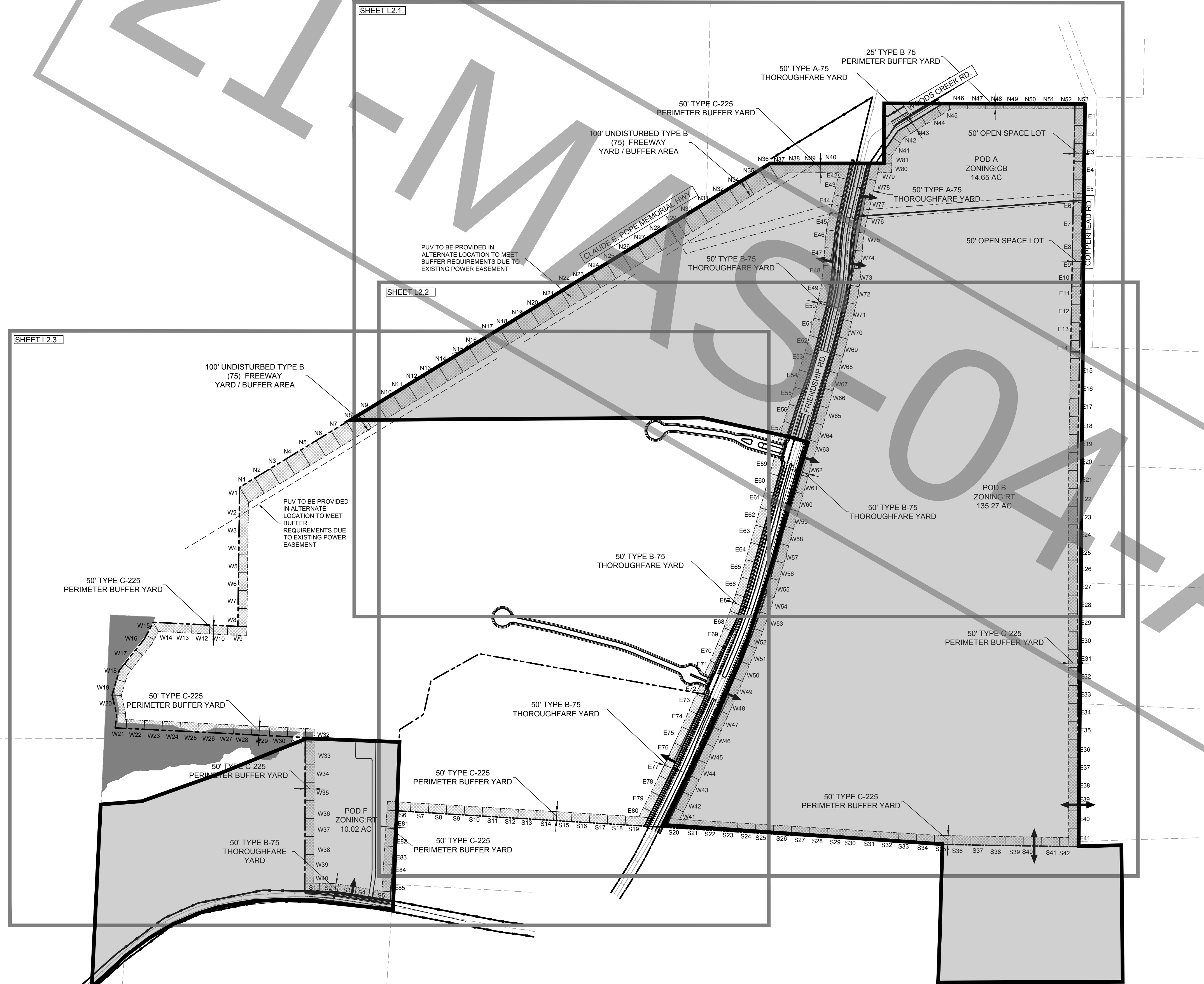
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STREET TREE IDENTIFICATION				
PLANT TYPE	SIZE	BOTANICAL NAME	COMMON NAME	STREET
CANOPY TREES	LARGE	QUERCUS PHELLOS	WILLOW OAK	FRIENDSHIP RD
	SMALL	OXYDENDRUM ARBOREUM	SOUR WOOD	FRIENDSHIP RD
	LARGE	QUERCUS LYRATA	OVERCUP OAK	WOODS CREEK RD
	SMALL	PISTACIA CHINENSIS	CHINESE FRINGE	WOODS CREEK RD

NOTE: NO SINGLE SPECIES OF LANDSCAPE MATERIAL, EXCEPT GRASS SHALL CONSTITUTE MORE THAN TWENTY FIVE (25) PERCENT OF THE PLANT MATERIAL OF ITS TYPE INSTALLED ON A SINGLE DEVELOPMENT SITE.



LANDSCAPE NOTES

- LANDSCAPING SHOWN ON THE PRELIMINARY LANDSCAPE PLAN IS SHOWN AS BEING PLANTED WITH NEW VEGETATION TO MEET THE PUV REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE.
- EXISTING VEGETATION MAY BE USED TO MEET THE LANDSCAPE PUV REQUIREMENTS WHERE POSSIBLE. IF EXISTING LANDSCAPING IS PRESERVED, A SURVEY AND / OR SAMPLE AREAS OF THAT EXISTING VEGETATION WILL BE SUBMITTED AT THE TIME OF THE DEVELOPMENT PLAN. WHERE EXISTING VEGETATION CANNOT BE SAVED, SUPPLEMENTAL LANDSCAPING WILL BE INSTALLED TO MEET THE LANDSCAPE REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE.
- ANY EXISTING TREES USED TO MEET LANDSCAPING REQUIREMENTS SHALL HAVE TREE PROTECTION FENCING, SAMPLE AREA SURVEYS FOR EXISTING TREES WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS FOR A PRESERVATION LANDSCAPE PLAN.
- PER THE STANDARDS OF THE TOWNS UNIFIED DEVELOPMENT ORDINANCE, THE BUFFER LANDSCAPING REQUIREMENTS FOR PODS MAYBE MODIFIED WITH AN ALTERNATE LANDSCAPE APPROVAL.
- IF ANY LOADING, STORAGE OR SERVICE AREAS ARE LOCATED IN BETWEEN A BUILDING WALL AND A THOROUGHFARE RIGHT-OF-WAY, THE BUFFER VALUE FOR THAT THOROUGHFARE RIGHT-OF-WAY, THE BUFFER VALUE FOR THAT THOROUGHFARE SHALL INCREASE TO C-225.
- SIGHT DISTANCE TRIANGLES HAVE BEEN SHOWN AT ALL INTERACTIONS AND ENTRANCES AS REQUESTED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS 3.03 PER THE AASHTO GUIDELINES. LANDSCAPING WILL BE PROPOSED OUTSIDE THIS AREA AS REQUIRED.
- PERIMETER LANDSCAPE MATERIALS ON ALL PODS SHALL BE CONSISTENT WITH THE OVERALL LANDSCAPE DESIGN FOR THE DEVELOPMENT.
- OUT LOTS SHALL PROVIDE A MINIMUM YARD OF TEN (10) FEET ALONG ALL LOT LINES IN COMMON WITH OTHER OUT LOTS.
- NO SINGLE SPECIES OF LANDSCAPE MATERIAL, EXCEPT GRASS SHALL CONSTITUTE MORE THAN 25% OF THE PLANT MATERIAL OF ITS TYPE INSTALLED ON A SINGLE DEVELOPMENT SITE.
- NO LANDSCAPING SHALL BE PLANTED ON THE DAM OF ANY POND.
- SUPPLEMENT THE EXISTING VEGETATION FOR THE REQUIRED PUV, IF MEETS BUFFER REQUIREMENTS.

THOROUGHFARES, STREET TREE PLANTINGS:

- ALL TREES SHALL BE LOCATED A MINIMUM OF 50' FROM THE POINT OF TANGENCY OF CURB RADII AT STREET INTERSECTIONS AND OUTSIDE OF SITE DISTANCE TRIANGLES.
- TREES SHALL BE LOCATED WITHIN 5' FROM THE RIGHT OF WAY LINE ON THE PRIVATE PROPERTY.
- TREES SHALL BE LOCATED A MINIMUM OF TWENTY-FIVE (25) FEET FROM THE BASE OF ALL STREET LIGHT POLES.
- ZONING CB REQUIRES 5' MIN. SIDE YARD.
- YARDS ALONG THOROUGHFARES CAN BE REDUCE TO 30' IN ACCORDANCE WITH UDO SECTION 4.02 FOR LOTS IN THE RT DISTRICT. FOR LOTS IN CB DISTRICT, THOUGHFARE YARDS SHALL BE 50'.

MAINTENANCE OF LANDSCAPING:

- THE OWNER SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE-FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED, EXISTING NATURAL VEGETATION) AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS.
 - THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.
 - THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.
- FAILURE TO MAINTAIN REQUIRED LANDSCAPE AREAS SHALL CONSTITUTE A VIOLATION OF THE HOLY SPRINGS' UDO ENFORCEABLE UNDER THE PROVISIONS OF SECTION 10-ENFORCEMENT.

FRONT, SIDE & REAR YARDS AND FRONT, SIDE & REAR BUFFERYARDS:

- ALL REQUIRED YARDS AND BUFFERYARDS SHALL BE LANDSCAPED IN COMPLIANCE WITH THE REQUIREMENTS IN TABLE 7.01 C - TYPE AND PLANT UNIT VALUE OF REQUIRED LANDSCAPING.
- ALONG THOROUGHFARES, TREES SHALL BE PLANTED SO AS TO CREATE THE VISUAL APPEARANCE OF STREET TREES AS FOLLOWS:
 - DECIDUOUS TREES AS SPECIFIED IN SECTION 12.01 - PREFERRED LANDSCAPE MATERIALS OF THE TOWN OF HOLLY SPRINGS DEVELOPMENT PROCEDURES MANUAL; OR AS FURTHER SPECIFIED IN THE TOWN OF HOLLY SPRINGS COMPREHENSIVE PLAN THOROUGHFARE PLANTING PLAN.
 - WHERE EXISTING ONE UTILITIES INTERFERE WITH PART OF THE LANDSCAPE AREA, THE LARGE TREE REQUIREMENT MAY BE SUBSTITUTED BY INSTALLING SMALL DECIDUOUS TREES.
- REQUIREMENTS:
 - LARGE DECIDUOUS TREES = 2" CAL. (40' O.C. ON AVERAGE)
 - SMALL DECIDUOUS TREE = 1" CAL. (30' O.C. ON AVERAGE)
- ALL TREES SHALL BE LOCATED A MINIMUM OF 50' FROM THE POINT OF TANGENCY OF CURB RADII AT STREET INTERSECTIONS AND OUTSIDE OF SITE DISTANCE TRIANGLES IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS' ENGINEERING DESIGN & CONSTRUCTION STANDARDS.
- ALL TREES SHALL BE LOCATED 25' FROM THE BASE OF ALL LIGHT POLES.
- ALL TREES SHALL BE LOCATED WITHIN 5' OF THE RIGHT-OF-WAY LINE ON THE PRIVATE PROPERTY SIDE.
- AT THE TIME OF INSTALLATION, THE NURSERY TAGS MUST REMAIN ON THE TREES AND A WRITTEN STATEMENT MUST BE SUBMITTED TO THE DEPARTMENT OF PLANNING & ZONING TO CERTIFY THAT THE CORRECT SPECIES OF TREE(S) HAS BEEN INSTALLED.
- TREES SHALL BE INSTALLED WITH ROOT GUARDS IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS' ENGINEERING DESIGN & CONSTRUCTION STANDARDS.

REFER TO SHEET L2.4 FOR PERIMETER BUFFER CALCULATIONS.

ALL YARDS TO REMAIN UNDISTURBED USING EXISTING VEGETATION TO MEET MINIMUM PUV. SUPPLEMENTAL EVERGREENS SHALL BE USED AS REQUIRED. SAMPLE BELOW.

- ARBORVITAE
- CRYPTOMERIA
- AMERICAN HOLLY
- RED CEDAR
- DEODAR CEDAR



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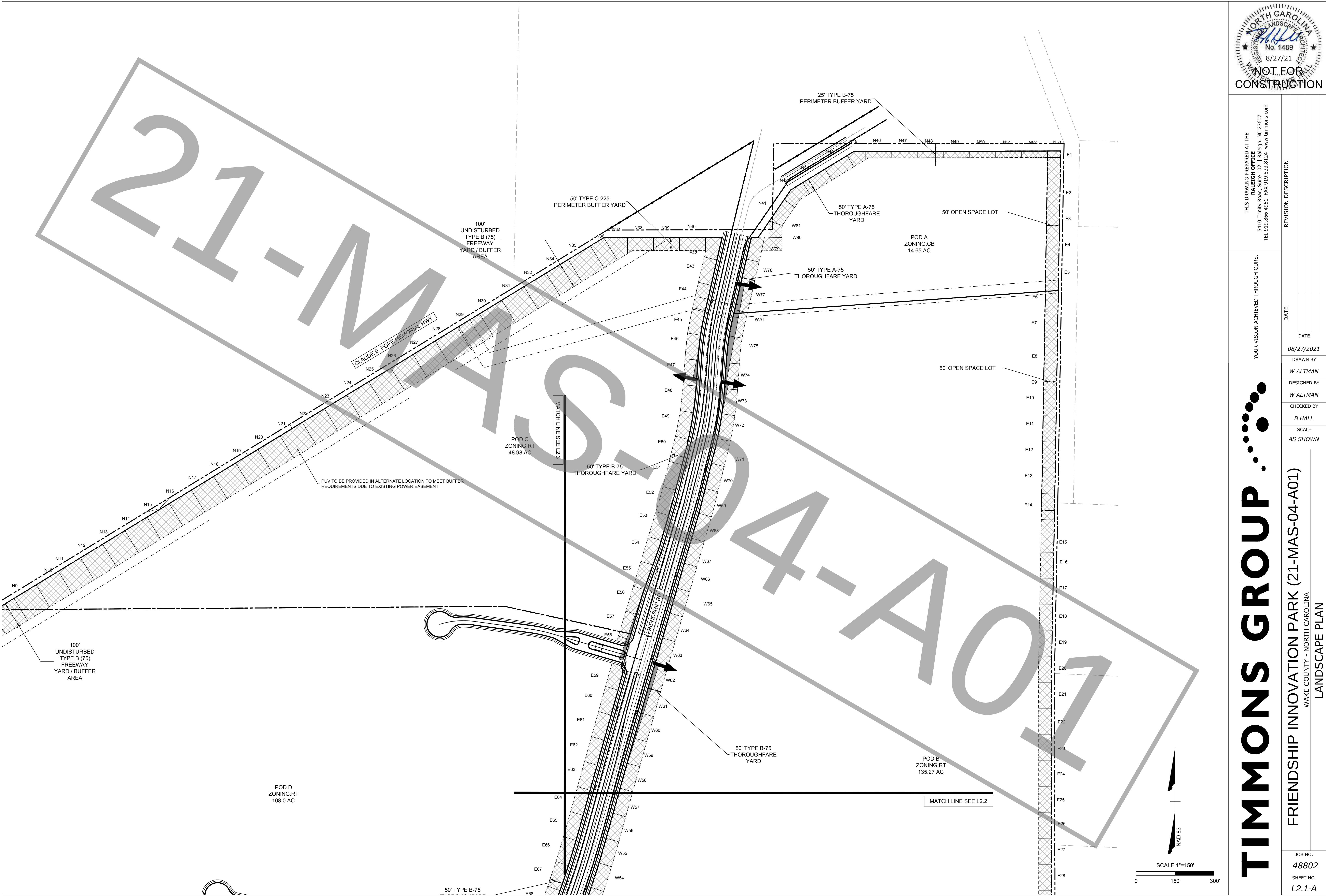
REVISION DESCRIPTION	DATE
	08/27/2021
W ALTMAN	
DESIGNED BY	W ALTMAN
CHECKED BY	B HALL
SCALE	AS SHOWN

TIMMONS GROUP

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA
OVERALL LANDSCAPE PLAN

JOB NO.
48802
SHEET NO.
L2.0-A

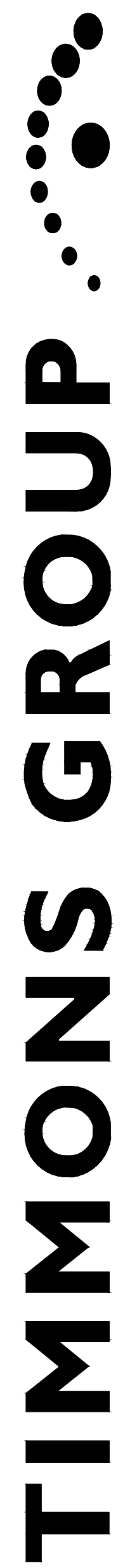
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DATE	REVISION DESCRIPTION
08/27/2021	

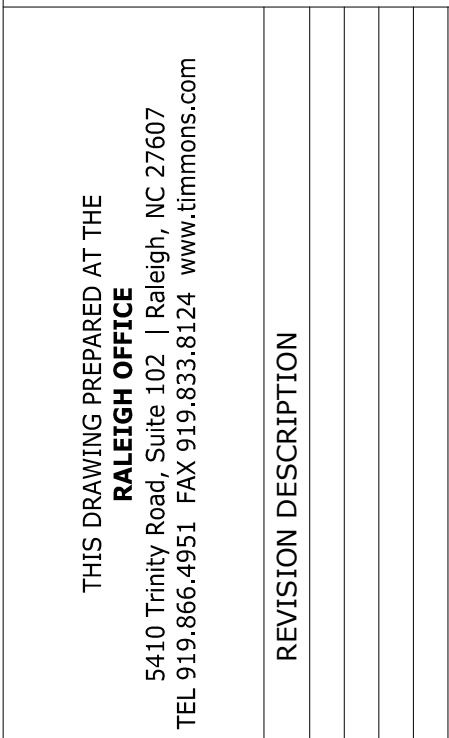
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SCALE	AS SHOWN



FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA
LANDSCAPE PLAN

JOB NO.	48802
SHEET NO.	L2.1-A

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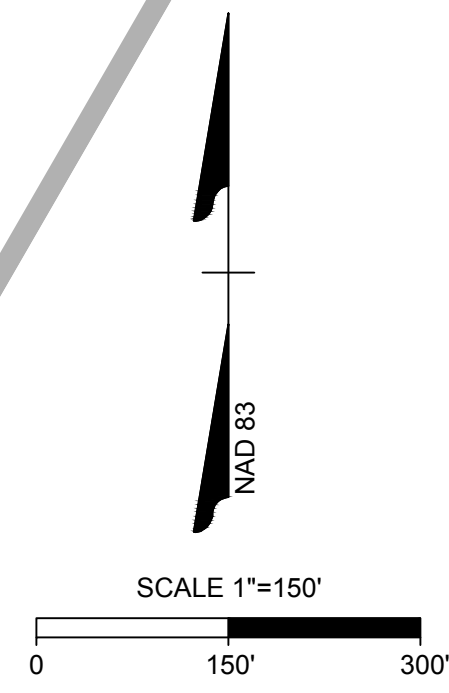


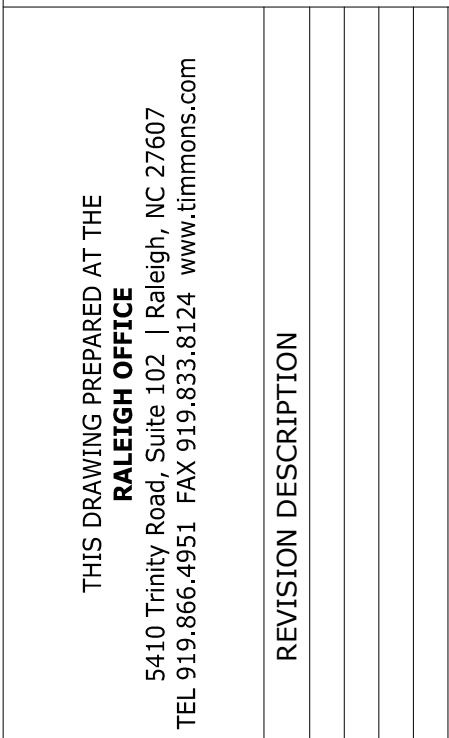
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SHEET NO.	L2.2-A

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COMMONS GROUP .

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)

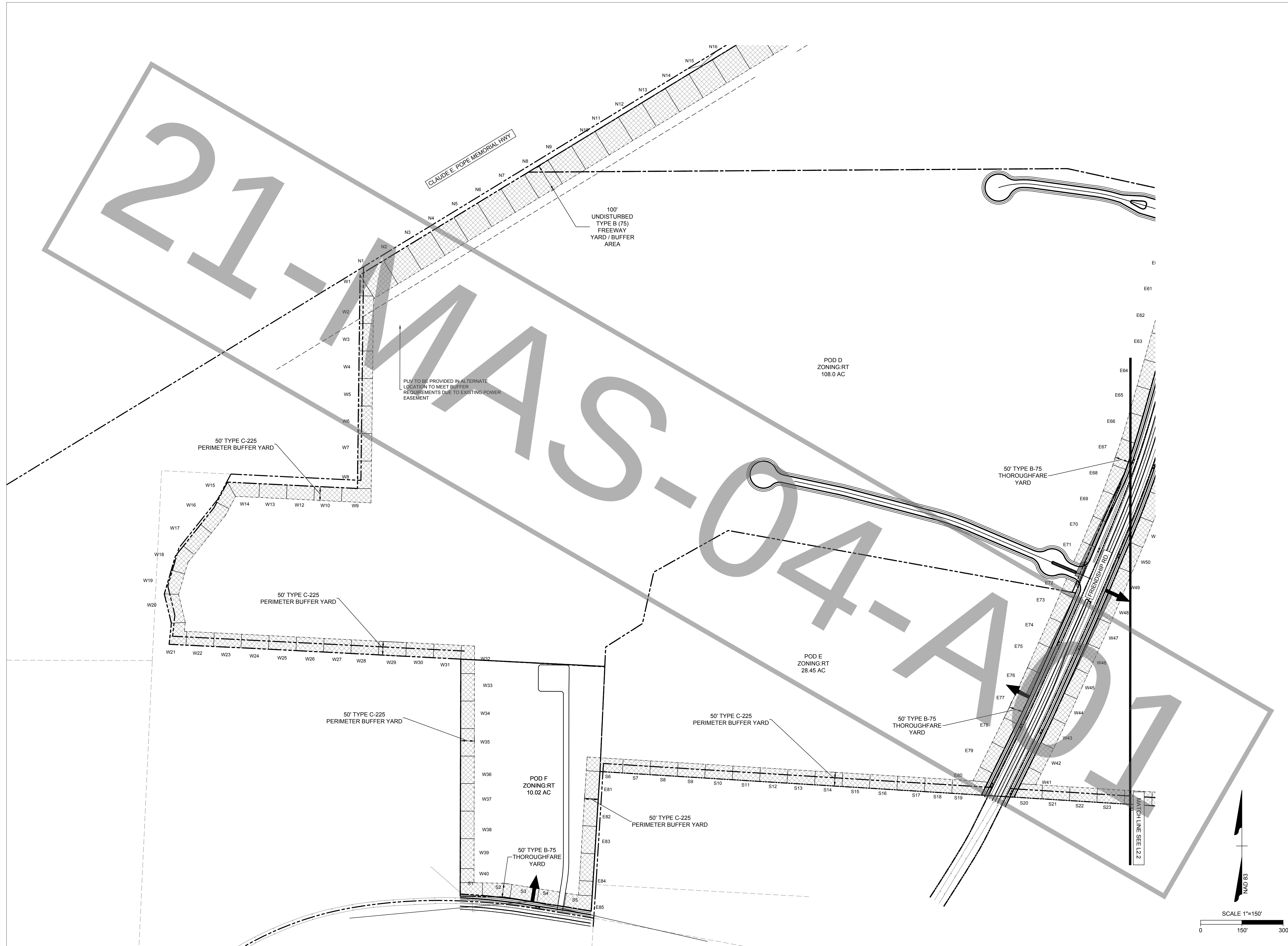
WAKE COUNTY - NORTH CAROLINA

LANDSCAPE PLAN

JOB NO.
48802

SHEET NO.
L2.3-A

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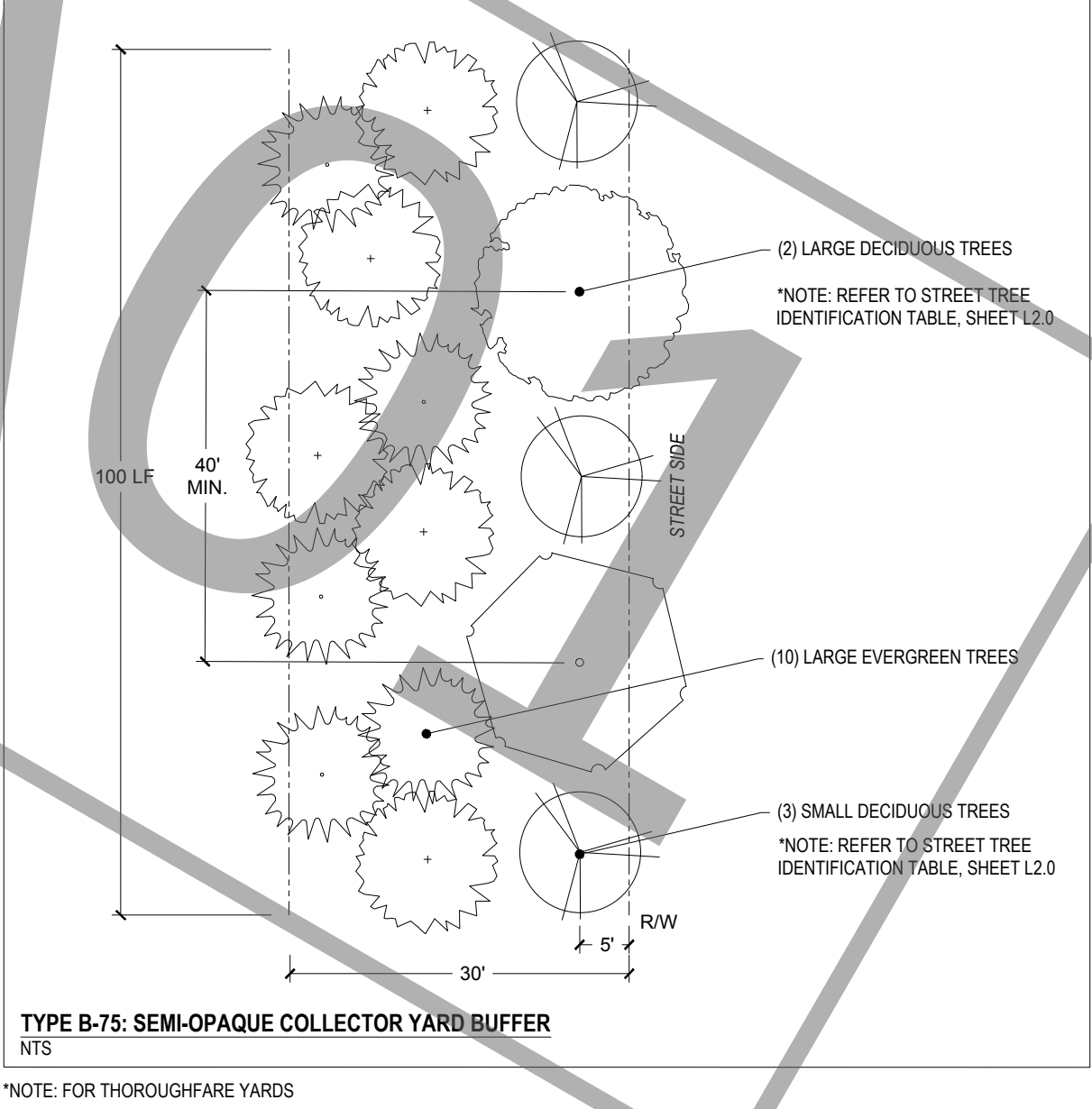
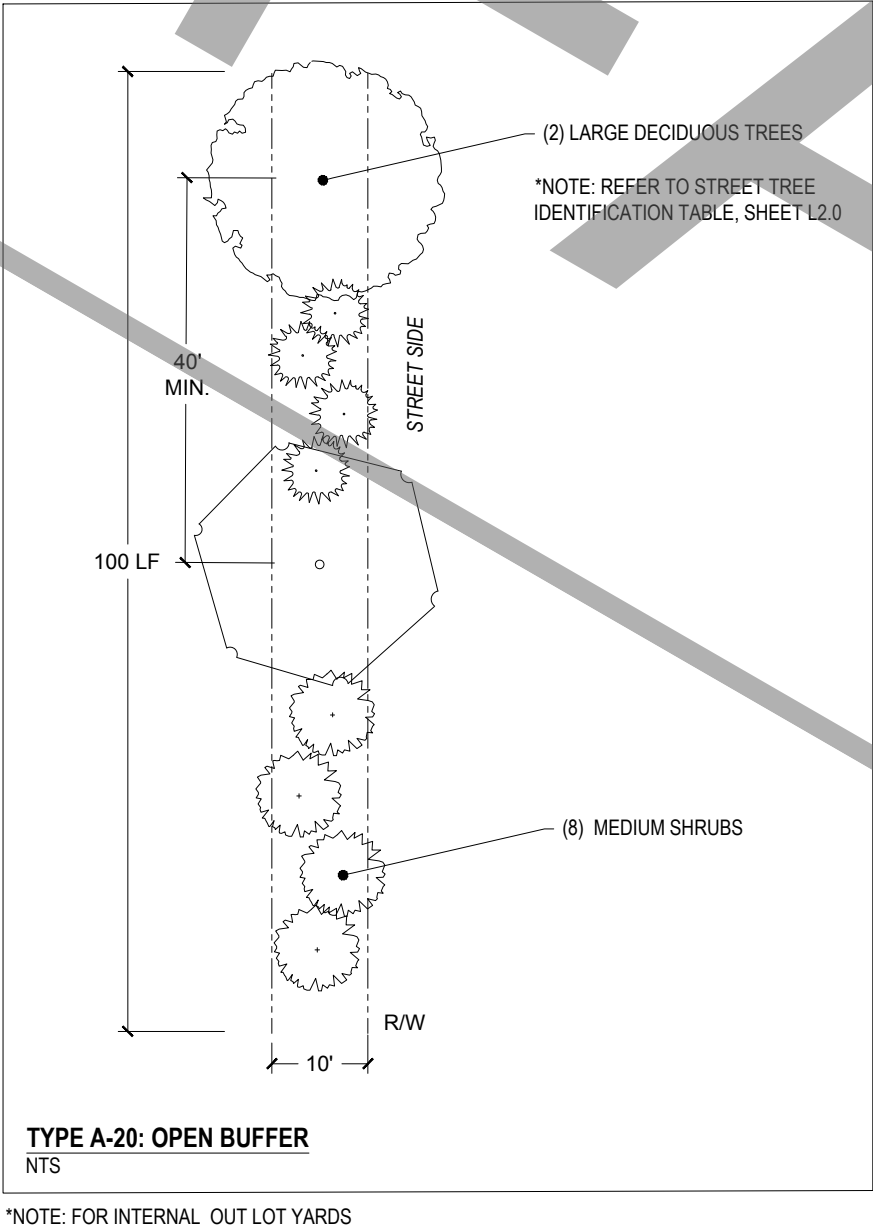
PERIMETER YARD LANDSCAPING TABLE		
INCREMENT	WIDTH	PUV REQUIRED
N1-N35	100'	UNDISTURBED TYPE B - 75 FREEWAY BUFFER YARD
N36	100'	UNDISTURBED TYPE B - 75 *PUV PRO-RATED OVER REMAINING 59'
N37	100'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 47'
N38-N40	50'	TYPE C - 225 PERIMETER BUFFER YARD
N41-N45	50'	TYPE A - 75 THOROUGHFARE YARD
N46-N52	25'	TYPE C - 150 PERIMETER BUFFER YARD
N53	25'	TYPE C - 150 *PUV PRO-RATED OVER REMAINING 27'

PERIMETER YARD LANDSCAPING TABLE		
INCREMENT	WIDTH	PUV REQUIRED
S1	50'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 80'
S2-S5	50'	TYPE B - 75 THOROUGHFARE YARD
S6-S18	50'	TYPE C - 225 PERIMETER BUFFER YARD
S-19	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 58'
S20	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 38'
S21-S42	50'	TYPE C - 225 PERIMETER BUFFER YARD

PERIMETER YARD LANDSCAPING TABLE		
INCREMENT	WIDTH	PUV REQUIRED
W1	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 76'
W2-W13	50'	TYPE C - 225 PERIMETER BUFFER YARD
W14	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 85'
W15	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 50'
W16-W20	50'	TYPE C - 225 PERIMETER BUFFER YARD
W21	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 76'
W22-W39	50'	TYPE C - 225 PERIMETER BUFFER YARD
W40	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 51'
W41-W76	50'	TYPE B - 75 THOROUGHFARE YARD
W77-W78	50'	TYPE A - 75 THOROUGHFARE YARD
W79	50'	TYPE A - 75 *PUV PRO-RATED OVER REMAINING 86'
W80	50'	TYPE C - 150 *PUV PRO-RATED OVER REMAINING 58'
W81	50'	TYPE C - 150 *PUV PRO-RATED OVER REMAINING 48'

NOTE: EXISTING VEGETATION TO BE VERIFIED AT TIME OF SITE SPECIFIC DEVELOPMENT PLAN APPROVAL AND SUPPLEMENTED TO MEET MINIMUM PUV REQUIREMENT.

PERIMETER YARD LANDSCAPING TABLE		
INCREMENT	WIDTH	PUV REQUIRED
E1-E5	50'	OPEN SPACE LOT
E6-E14	50'	OPEN SPACE LOT
E15-E41	50'	TYPE C - 225 PERIMETER BUFFER YARD
E42-E57	50'	TYPE B - 75 THOROUGHFARE YARD
E58	50'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 20'
E59	50'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 94'
E60-E70	50'	TYPE B - 75 THOROUGHFARE YARD
E71	50'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 80'
E72	50'	TYPE B - 75 *PUV PRO-RATED OVER REMAINING 54'
E73-80	50'	TYPE B - 75 THOROUGHFARE YARD
E81-E84	50'	TYPE C - 225 PERIMETER BUFFER YARD
E85	50'	TYPE C - 225 *PUV PRO-RATED OVER REMAINING 56'



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TIMMONS GROUP

FRIENDSHIP INNOVATION PARK (21-MAS-04-A01)
WAKE COUNTY - NORTH CAROLINA
LANDSCAPE DETAILS

JOB NO.
48802
SHEET NO.
L2.4-A

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Friendship Innovation Master Plan Major Amendment - 21-MAS-04-A02 Motion and Conditions of Approval

Motion and Conditions of Approval:

Motion to make and accept the Findings of Fact for Master Plan #21-MAS-04-A02 that the proposed Master Plan provides employment uses near residential neighborhoods, provides adequate perimeter buffering and screening between uses, and meets the applicable development and design standards of the Unified Development Ordinance and Conditional Zoning District standards for the site.

Motion to approve / deny / defer Master Plan #21-MAS-04-A02 for Friendship Innovation Master Plan as submitted by Timmons Group, dated Revised 08/04/23, with the following conditions:

1. All previous conditions of approval for the Friendship Innovation Park Master Plan and Conditional District Rezoning apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
3. ALL recommendations from the TIA and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.
4. A "Pre-design Pump Station Meeting" is required per Engineering Design and Construction Standards section 7.07A with the developer, the developer's engineer and Town's Land Development Division Manager prior submitting the Preliminary Pump Station Site Plan. The timing of this meeting should allow time for site and subdivision plan revisions to occur so that the plan submitted for approval accurately represents the pump station location.
5. The pre-design pump station meetings and associated reports for each pump station will be required prior to the development plans.
6. Engineering Special Study – A Memo in this case is not sufficient. A fully revised detailed hydraulic report will be required for the reclaimed water main extension proposed. This report must be finalized prior to 1st construction drawing submittal
7. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements

- included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
8. If build out exceeds the anticipated time frame in the approved TIA, an update of the TIA will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.
 9. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
 10. The sewer study associated with this Rezoning/Master Plan was completed at a high level or a "master plan" level, meaning the infrastructure associated with this master plan will not be eligible to go straight to Construction Drawings. Development plans will be required first.
 11. Pre-design pump station meetings and associated reports for each pump station will be required prior to development plan submittal.
 12. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
 13. The following note must be clearly reflected on the plats and construction drawings: "Pump station site owned by the Town of Holly Springs may be expanded in the future and there will be routine operation inspections and maintenance on the premises once the pump station is in operation."
 14. All Special Studies must be finalized prior to being scheduled for Planning Board.
 15. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. [If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report, or update to the Sewer Study, will be required with first construction drawing submittal for all lines and lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development.
 16. Offsite Utility Infrastructure Incomplete: If any off-site utility facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Town. The Town is not responsible for completion of off-site utility facilities unless otherwise approved through a Development Agreement, and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
 17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
 18. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
 19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
 20. Please note that this project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance. A general stormwater requirement may affect this project. Refer to NCDWQ's website for more information

21. Please note that the Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.
22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.
23. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.
24. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project. This will become a condition of plan approval.



Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 18.

Public Hearings

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

Strategic Priority Area: Responsible & Balanced Growth

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

Action(s):

- Open public hearing continued from October 17, 2023 Council meeting and continue until November 21, 2023.

Explanation:

- The applicant has requested additional time to speak with the adjacent property owners regarding the pedestrian connection between the proposed subdivision and Honeycutt Farm. The public hearing will need to be reopened and continued to November 21st. Staff has met with the applicant to discuss a possible solution which will be brought forward for Town Council consideration November 21.
- The Town has received a request to rezone 46.15 ± acres located at 5608 & 5629 Cass Holt Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District (CD).
- The CD allows flexibility or deviations from the development standards to achieve more quality, innovative, and sustainable development that is otherwise restricted by specific application of the UDO.
- CD proposals shall demonstrate that the project and development will incorporate and achieve the design goals of UDO Section 2.4.
- A proposed conceptual plan was provided with the rezoning request, which shows attached dwellings (townhomes) near the center of the development, west of Cass Holt Road. Detached dwellings will be located in the northwest corner of the site (south of the future Cass Holt Park site) and east of Cass Holt Road. The attached units will be accessed via an alley.
- The proposal will mostly be developed per the UDO standards. Modified standards include reducing the required minimum lot frontage for a driveway from 60 to 50 feet for no more than 25% of the detached unit lots and limiting the density to 2.34 units per acre (106 units maximum). The UDO allows the applicant to request 8 units per acre by right and 12 units per acre through a CD rezoning. Additional standards related to building materials, facade elements, and minimum floor area for the units are also proposed (2,200 square feet for detached units and 1,600 for attached units).
- The project is required to tie into and extend Town water facilities to serve the proposed development. Water main extensions are proposed along both Cass Holt Road and Honeycutt Road along the frontage of property in accordance with the Town's Long-Range Water plan.

Planning Board Meeting
October 17, 2023

- 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:

- 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 Cass Holt Road/Honeycutt Road intersection.
- The item was discussed at the August 15th Town Council meeting and continued at the September 19th meeting to October 17th to allow the applicant to propose a solution for closing the pedestrian gap between the proposed subdivision and Honeycutt Farm.
- 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.

Planning Board Meeting
October 17, 2023

- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over the next 12-24 months, there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2022 or 2002) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Legislative, Rezoning

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. Cass Holt Crossing Developer's Agreement_
6. RZ23-06_CassHoltCrossing_Ord

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

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



Petition Type (check one- each request must be on separate petitions)

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

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

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

PIN: 0648.22.8106 / 0648.31.0294

Real Estate ID: 0075144 / 0018076

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

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

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

☐ Initial ☐ Revised ☐ Final

Petition Request

Current Zoning: R 30Proposed 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 DavidsonCompany Milestone Developments LLCMailing Address 142 Towerview CourtCity CaryState NCZip 27519Telephone # (919) 417.4429E-Mail colen@milestone-developments.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name See following pages

Company _____

Mailing Address _____

City _____

State _____

Zip _____

Telephone # ()

E-Mail _____

How would you like to receive staff review comments? ☐ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Owner's Authorization

Owner's Signature(s) _____

PIN/REID _____

Date _____

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

Name WEATHERSPOON, LEONARD A HEIRS KAREN W CODY EXEC Company _____
Mailing Address 921 DEERFIELD RD
City RALEIGH State NC Zip 27609
Telephone # () _____ E-Mail colen@milestone-developments.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Owner's Authorization

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

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

Name DEWAR, EVELYN B Company _____

Mailing Address 5629 CASS HOLT RD

City HOLLY SPRINGS State NC Zip 27540

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

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

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

Owner's Authorization

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

Evelyn Betty Dewar 0648310294 10/25/2002

PLAN CONSISTENCY STATEMENT



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

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

Project Information:

Project Name: Cass Holt Crossing

Proposed Zoning District: NR-CD

Proposed Land Use/Density: 2.42 DU/AC.

Future Land Use Plan Map Designation: Mixed Residential Neighborhood

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

For DS Use only

Project # _____

Date Received: _____

Plan Consistency Statement:

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

Petitioner's Response

Executive Summary

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

Section 1: Future Land Use & Community Character

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

See attached supplemental information.

Section 2: Transportation / Comprehensive Transportation Plan

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

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

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

Section 4: Community Facilities

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

Section 5: Infrastructure and Utilities

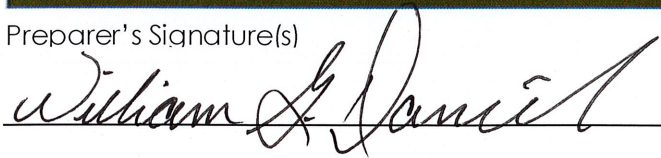
Watermains of 12" or 16" as shown on the Town's Long Range Water Plan are proposed along both Cass Holt Road and Honeycutt Road abutting the property. Those waterlines will be installed by the developer in accordance with Town Policies. The watermain extension by the developer to serve the project includes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

Section 8: Natural Resources

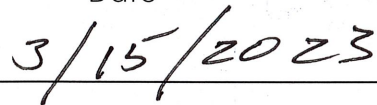
The Town's Comprehensive Plan indicates the presence of streams, ponds, and associated potential riparian buffers on the property. Those natural features have been taken into account in the design of the proposed development plan, and the proposed open space areas of the envisioned development have been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

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date



Supplemental Information

Section 1: Future Land Use & Community Character

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

Section 2: Transportation/Comprehensive Transportation Plan

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

Section 3: Parks, Recreation, and Open Space

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

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

Section 5: Infrastructure and Utilities

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



Town of Holly Springs Staff Report to the Planning Board

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

PETITIONER(S):

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

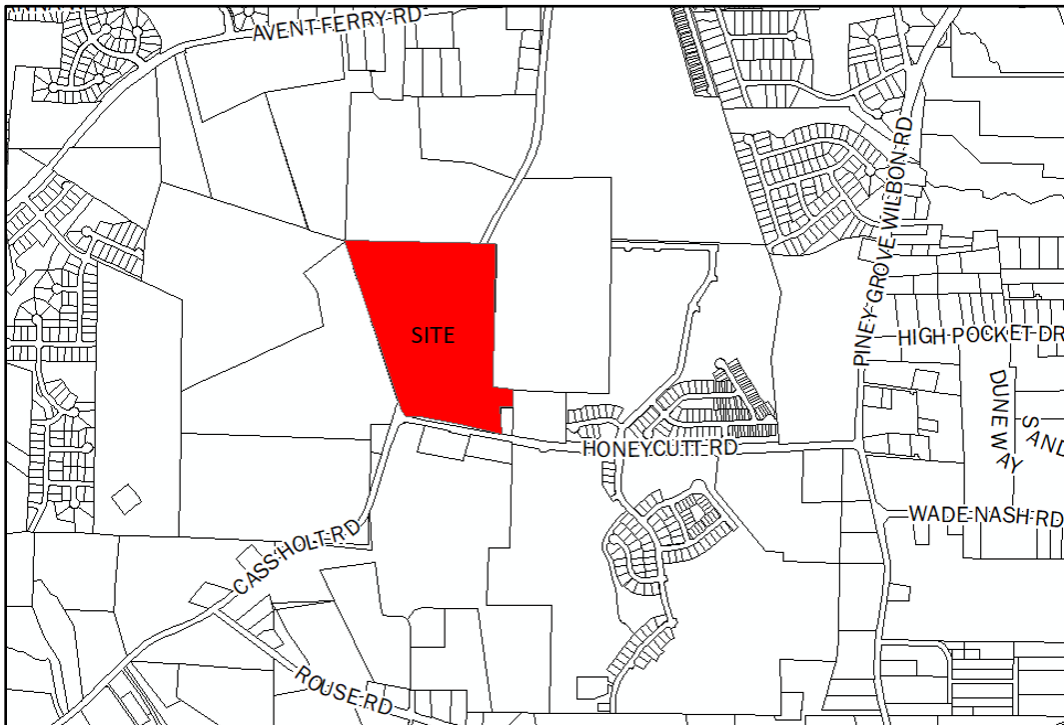
DEVELOPER(S):

Same as Developer

OWNER(S):

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

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

LOCATION:

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

ANTICIPATED REVIEW SCHEDULE:

Planning Board: June 27, 2023

Public Hearing and Town Council Action: July 18, 2023

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

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

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

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

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

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

STAFF ANALYSIS

PROJECT OVERVIEW

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

Zone Map Change Request:

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

Conditional Zoning District (CD) information:

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

Development Standards (UDO Section 2):

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

Permitted Uses (UDO Section 3):

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

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

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

PLANNING & ZONING

Growth Strategy Map:

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

Future Land Use:

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

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

Important Themes for Transforming Holly Springs:

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

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

Specific Recommendations:

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

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

Unified Development Ordinance

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

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

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

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

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

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

PARKS & RECREATION

Greenways (UDO Section 7.6):

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

Public Park Space (UDO Section 4.7):

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

CIVIL IMPROVEMENTS

Water Service:

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

Sewer Service:

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

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

Transportation:

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

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

Improvements Required at Cass Holt Road/ Site Driveways:

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

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

Improvements Required at Cass Holt Road/Honeycutt Road Intersection:

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

ZONE MAP CHANGE ANALYSIS

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

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

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

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

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

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

PLANNING BOARD RECOMMENDATION

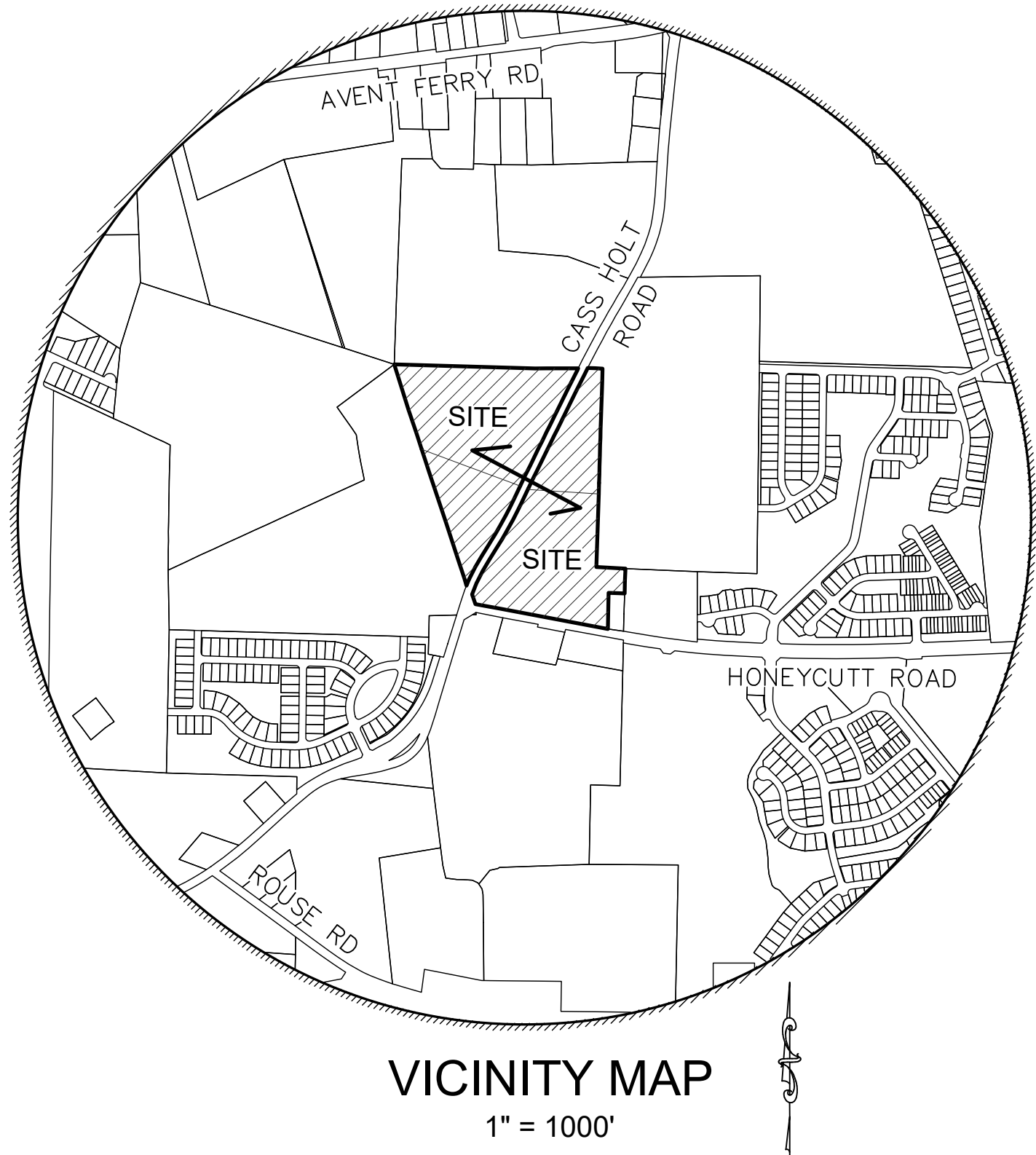
ACTION #1:

SAMPLE PLAN CONSISTENCY STATEMENT:

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

ZONE MAP CHANGE PETITION MOTION:

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



CASS HOLT CROSSING

5608 & 5629 Cass Holt Road
Holly Springs, NC 27540

MASTER PLAN

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

SITE DATA

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

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

SHEET NO.	DESCRIPTION
1	COVER
2	EXISTING CONDITIONS PLAN
3	CONCEPT PLAN
4	TRANSPORTATION PLAN
5	ON-SITE PRIVATE OPEN SPACE PLAN
6	GRADING PLAN
7	UTILITY PLAN
8	TYPICAL SECTIONS
9	LANDSCAPE PLAN

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

Project
Cass Holt Crossing

Cover

Date
October 28, 2022

Scale
None

Sheet

Revisions
12.09.22 Per ToHS 1st review
3.15.23 Per ToHS 2nd review
5.22.23 Per ToHS 3rd review
06.20.23 Per Staff review

Project
Cass Holt Crossing

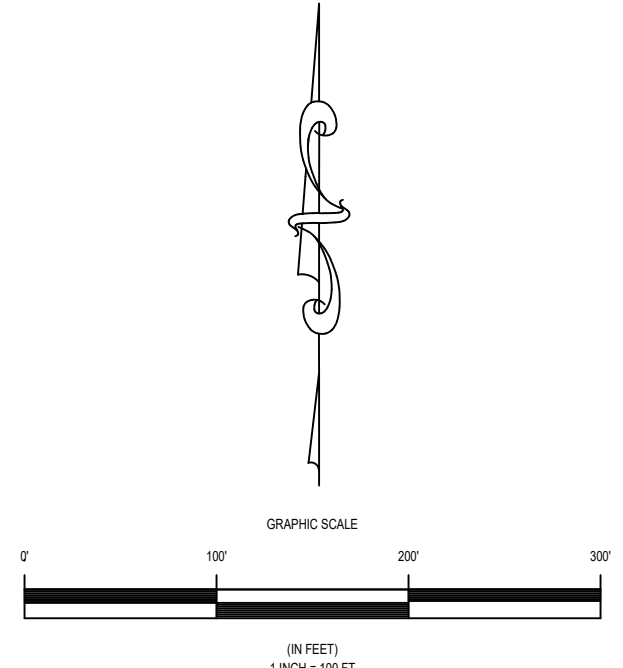
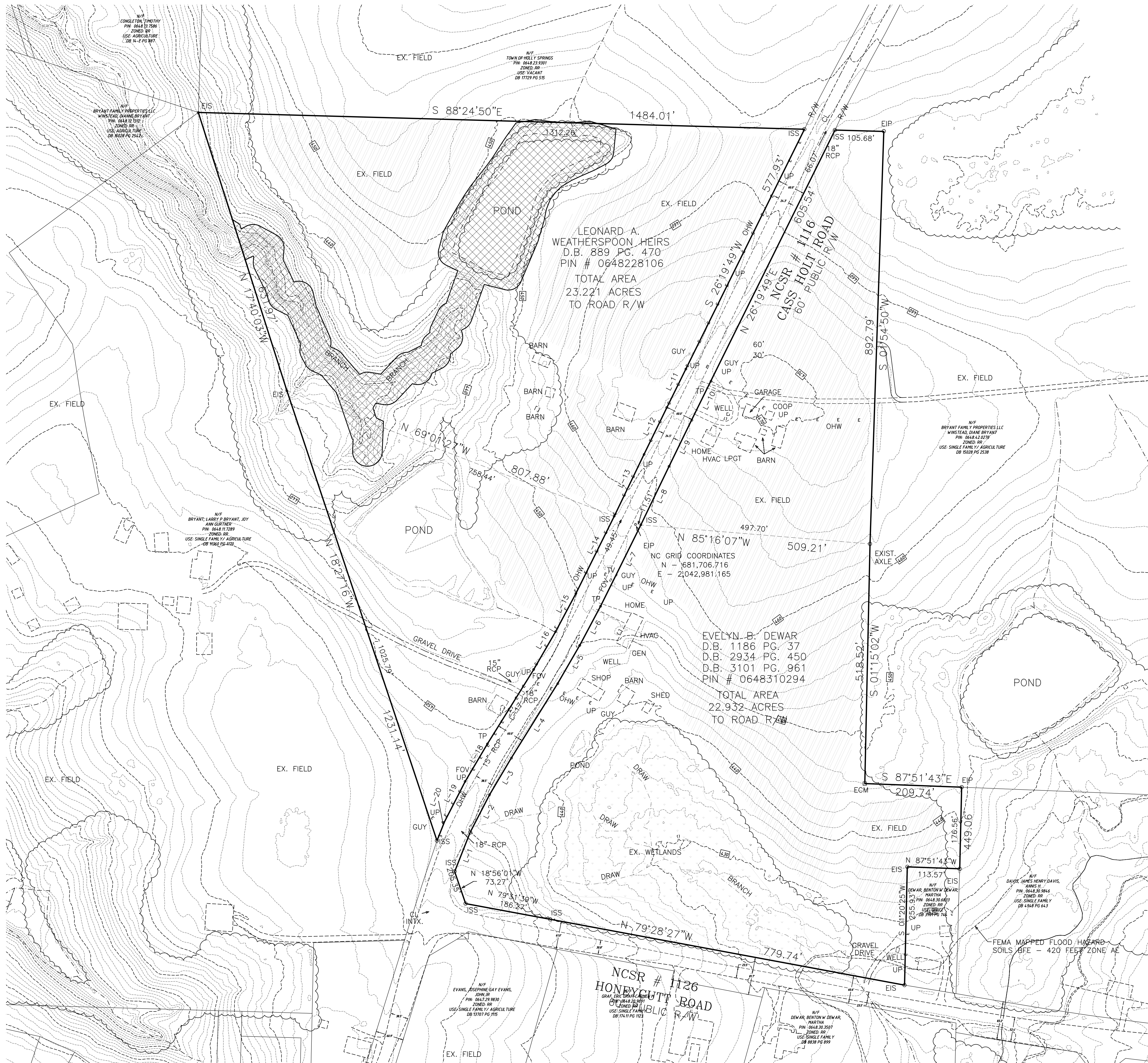
Existing Conditions Plan

Date
October 28, 2022

Scale
1" = 100'

Sheet

2

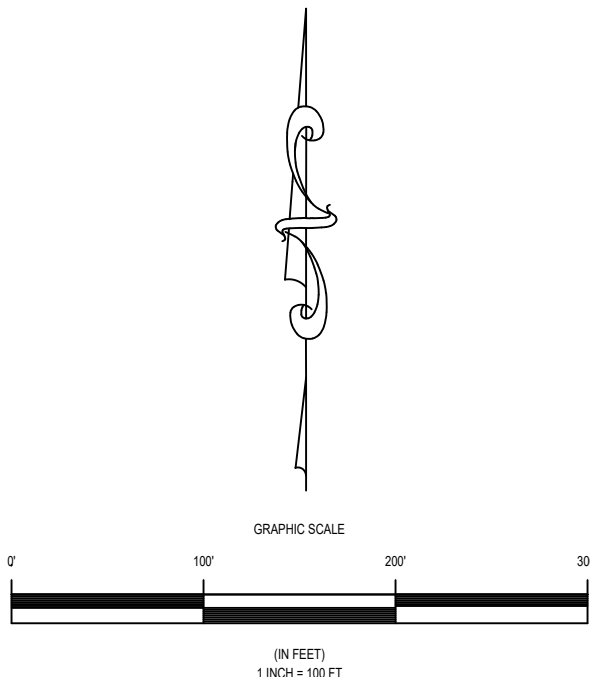




SITE DATA	
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WAKE COUNTY PIN & SITE ADDRESS:	0648.22.8106 – 5608 Cass Holt Road 0648.31.0294 – 5629 Cass Holt Road
PREPARER'S INFO:	William G. Daniel & Associates, PA 1150 SE Maynard Road Suite 260 Cary NC 27511 Tele: 919.467.9708 / Fax: 919.460.7585 bdaniel@wmgda.com
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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'	
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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

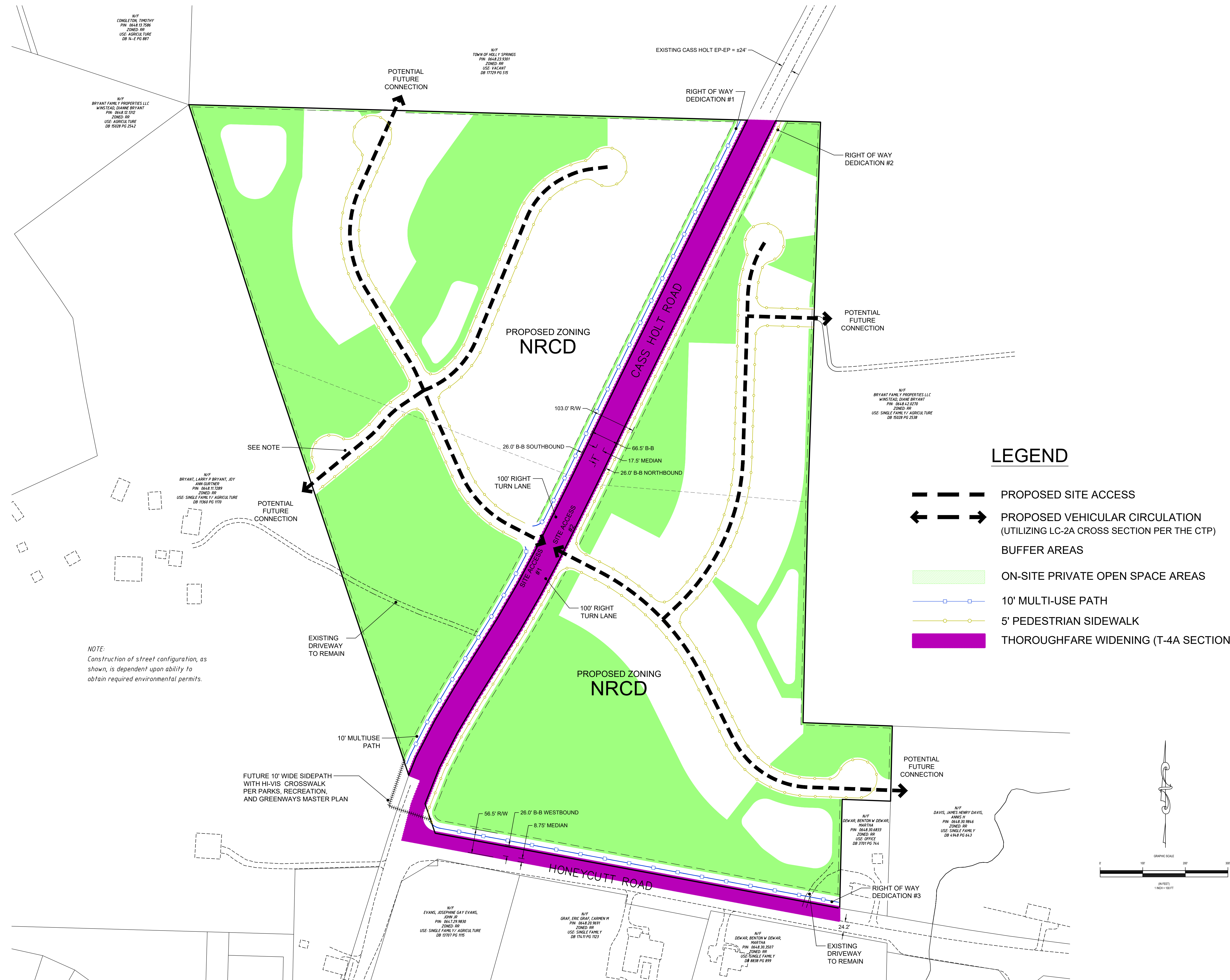
Date
October 28, 2022

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



Project
Cass Holt Crossing

Transportation Plan

Date
October 28, 2022

Scale
1" = 100'

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

SITE DATA	
PROJECT NAME:	Cass Holt Crossing
WAKE COUNTY PIN & SITE ADDRESS:	0648.22.8106 – 5608 Cass Holt Road 0648.31.0294 – 5629 Cass Holt Road
PREPARER'S INFO:	William G. Daniel & Associates, PA 1150 SE Maynard Road Suite 260 Cary NC 27511 Tele: 919.467.9708 / Fax: 919.460.7585 bdaniel@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:	
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.



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



Project
Cass Holt Crossing

Grading/Spot Plan

Date
October 28, 2022

Scale
1" = 100'

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



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

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

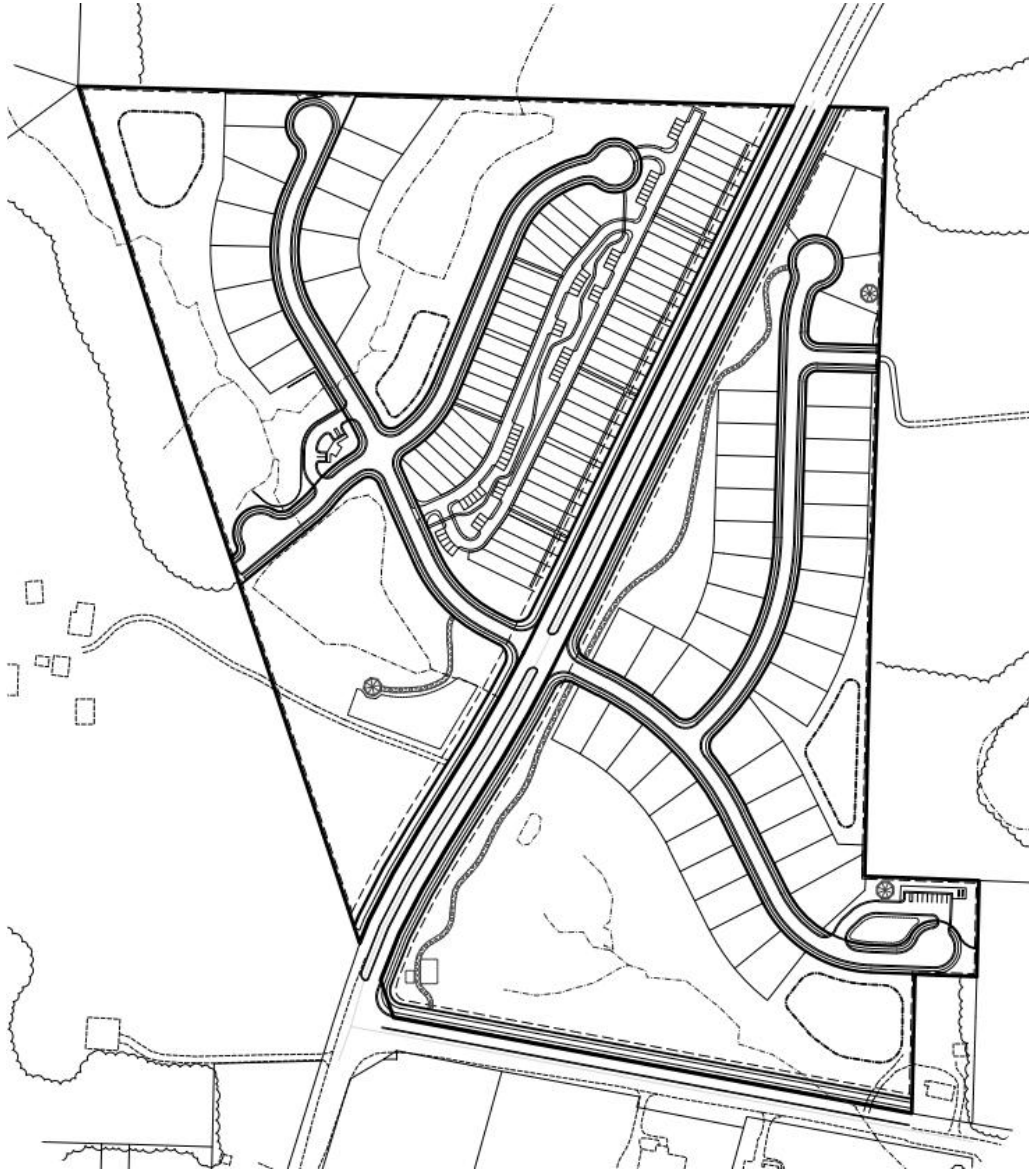
Landscape Plan

Date
October 28, 2022

Scale
1" = 100'

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.

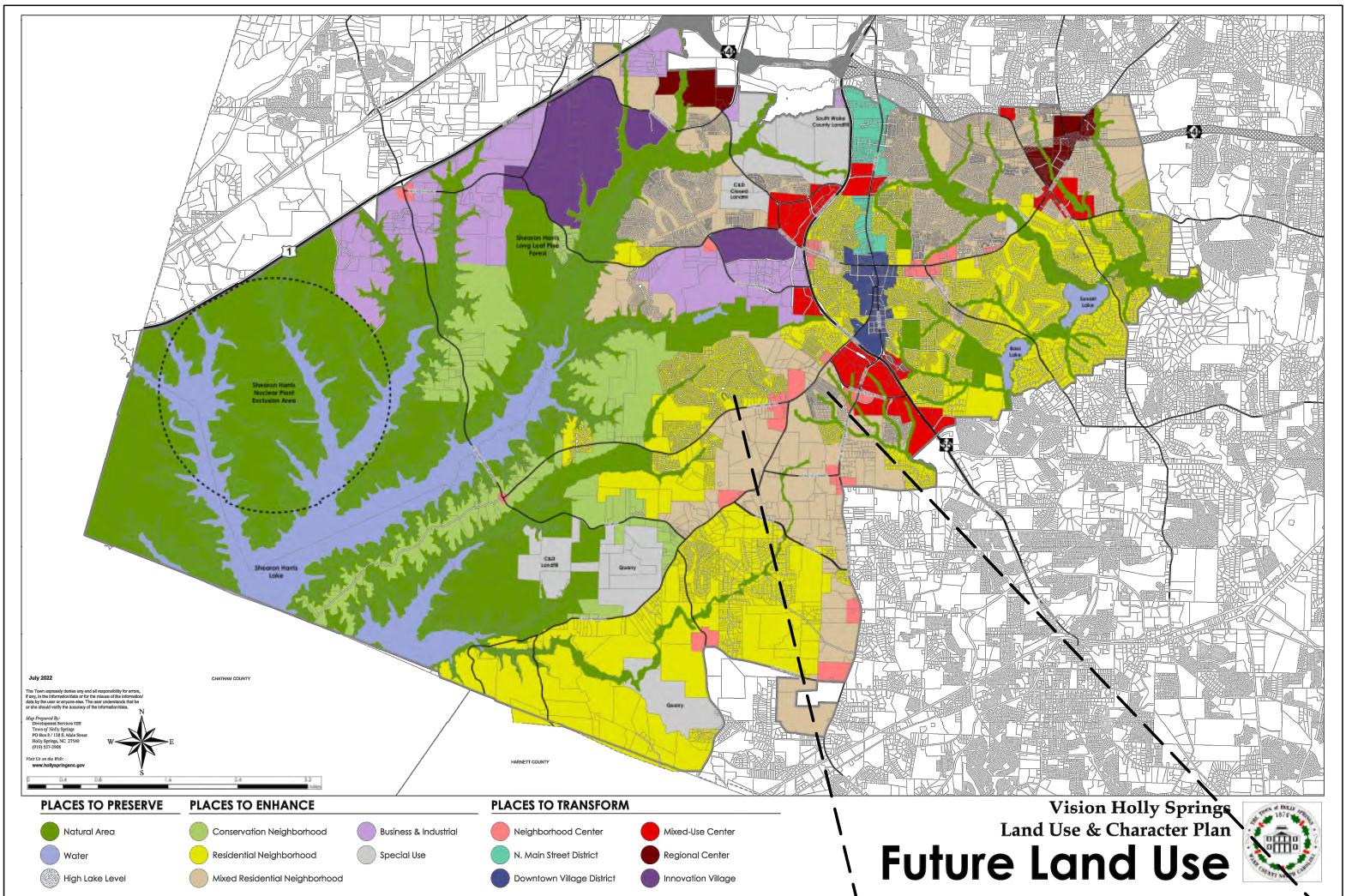
Topographically, the land west of Cass Holt Road slopes generally to the west and south to a buffered stream that bisects the property. The land on the east side of Cass Holt Road slopes generally to the east and south to a non-buffered stream located within an area of jurisdictional wetlands.

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

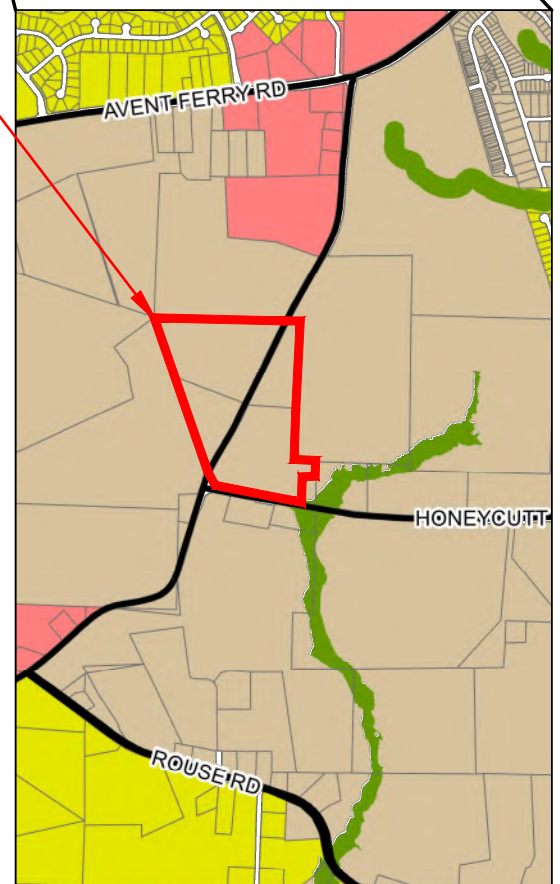




Future Land Use

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.

SITE

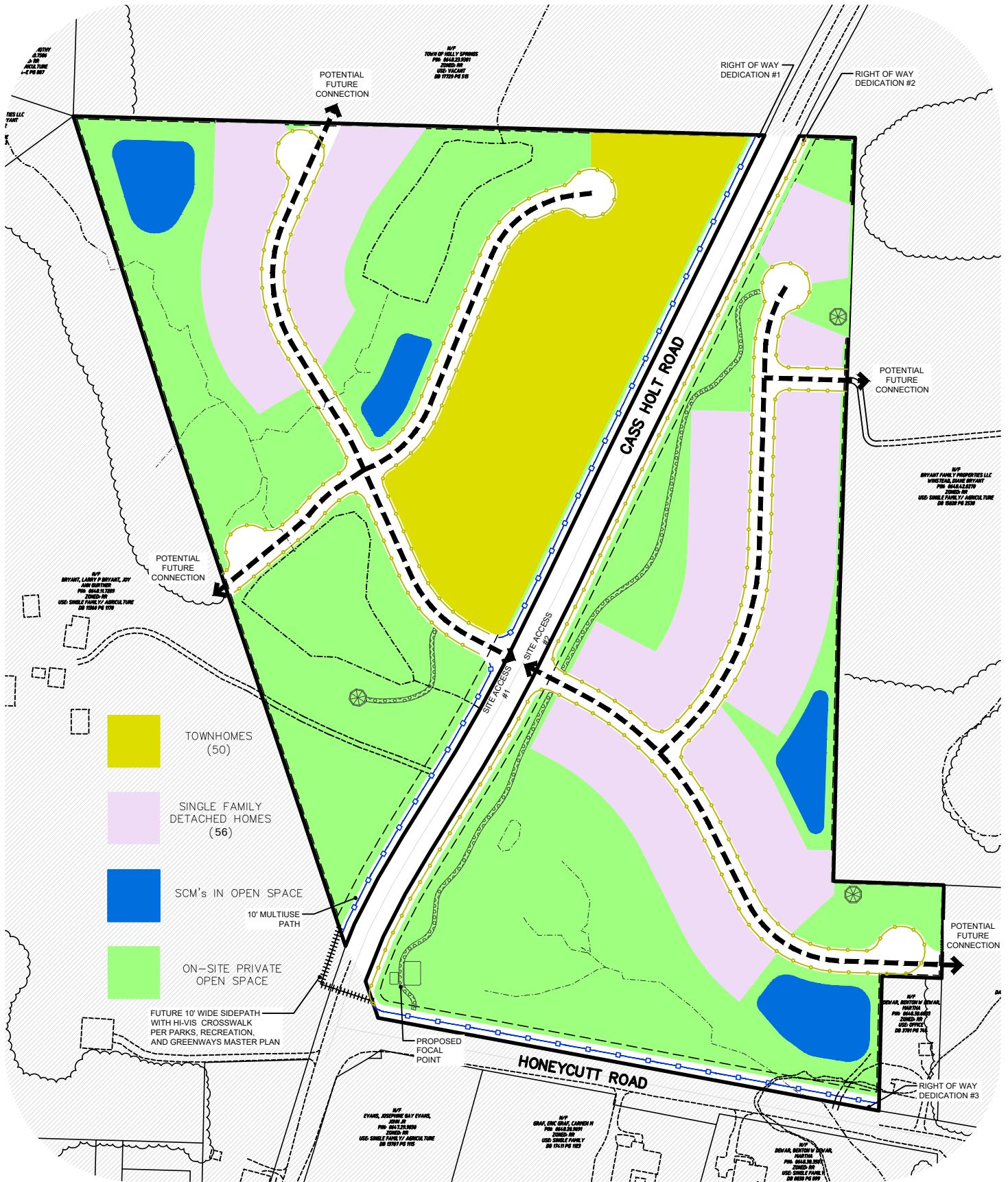


Rezoning Proposal/ Envisioned Development Concept

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.

























**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]



Ordinance No. RZ23-06

Date Submitted: July 18, 2023

Date Adopted: September 19, 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 legislative hearings on July 18, 2023, August 15, 2023, September 19, 2023, and October 17, 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.

The properties are subject to all the conditions listed in the Rezoning Master Plan and Design Manual dated 6/20/23 by William G. Daniel & Associates.

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 October 17, 2023 in accordance with the laws of the State of North Carolina.

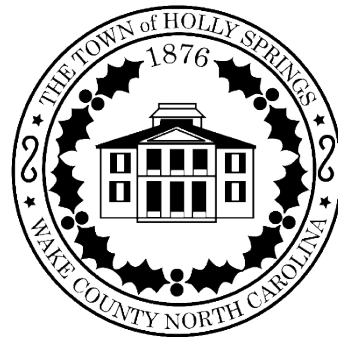
Adopted this, the 17th day of October 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

Public Hearings

Title: Holly Springs-Cary Annexation Boundary Agreement Renewal - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

- Conduct legislative public hearing.
- Adopt Ordinance 23-35.

Explanation:

- The Town's annexation boundary agreement with the Town of Cary will expire at the end of the 2023 calendar year.
- The current boundary line is generally located north of Sunset Lake Road, south and west of Kildaire Farm Road, south of Holly Springs Road, and west of Pierce Olive Road.
- The boundary was evaluated by both towns to determine whether either party wished to propose changes to the agreement.
- The agreement maintains the existing boundary line with no changes.
- One other modification has been made to the agreement:
 - Notification of annexations has been modified to specify notification is required only when annexation occurs adjacent to the agreement boundary (Section 4).

Background:

- This agreement replaces the existing annexation agreement with the Town of Cary which was approved in December 2003 and expires on December 31, 2023.
- Annexation boundaries enhance orderly land use and utility planning by both municipalities.
- NCGS Ch. 160A, Art. 4A, Part 6 authorizes two or more municipalities to enter into binding agreements regarding future annexations.
- The Town currently has annexation agreements with Apex and Fuquay-Varina. Those agreements were adopted in 2013 and expire in 2033.

Funding Source(s):

N/A

Attachment(s):

1. Cary - Holly Springs 2023 Annexation Agreement

Holly Springs Ordinance No. ____
Cary Ordinance No. ____

**AN ORDINANCE REAFFIRMING AND REESTABLISHING AN
ANNEXATION AGREEMENT BETWEEN
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA
AND
THE TOWN OF CARY, NORTH CAROLINA
FOR THE MUTUAL BOUNDARY LINE BETWEEN THESE TWO
MUNICIPALITIES**

WHEREAS, North Carolina General Statutes (N.C.G.S.) Chapter 160A, Article 4A, Part 6 authorizes two or more cities to enter into binding agreements regarding future annexation in order to enhance orderly planning by such cities; and

WHEREAS, the governing boards of the Town of Holly Springs and the Town of Cary have previously entered into an annexation agreement dated October 23, 2003 establishing an annexation agreement line (“Boundary Line”) for the purpose of carrying out plans for future land uses; providing important public facilities such as sewer and water services, roadways, and recreation; and protecting of open space and other sensitive areas; and

WHEREAS, the Boundary Line was created to avoid any potential conflict and confusion may occur along the interface between two jurisdictions when the future municipal boundaries between the two are unclear, and the Parties wish to continue in this endeavor; and

WHEREAS, both the Town of Holly Springs and the Town of Cary desire to foster good intergovernmental relations; and

WHEREAS, the governing boards and the staffs of these two communities have again engaged in a process of discussion that has led to determination of an ultimate municipal and utility service boundary between the two communities; and

WHEREAS, this ordinance has been adopted following independent public hearings by the Town of Holly Springs on [REDACTED], and the Town of Cary on [REDACTED], with notice provided in accordance with N.C.G.S. 160A-31(c).

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina and the Town Council of the Town of Cary, North Carolina:

Section 1. Boundary Line. That the line beginning on Stephenson Road heading eastward along the southern boundaries of the Greenwood Acres and Kilt Valley Estates subdivisions, then southward along the centerline of Kildaire Farm Road to the southern boundary of the Wrenn's Nest and Holly Run subdivisions to the centerline of Holly Springs Road northward to Surry Point subdivision, eastward to the centerline of Pierce Olive Road, then southward along the centerline of Pierce Olive Road to the centerline of Optimist Farm Road, then eastward to the western boundary of the Sally B. Beard Property subdivision (Talicud Trail), then southward along the western boundary of the Sally B. Beard Property subdivision to the Holly Springs corporate limits, then eastward along the southern boundary of the Jeff Adams Property, then northward along the eastern boundary of the Jeff Adams property to the northwest corner of the Olive Land Lot 8, then eastward along the northern boundary of said lot and then southward along the eastern boundary of said lot to the Holly Springs corporate limits near Middle Creek as specifically shown on the attached map (Attachment A) shall serve as the boundary line for annexation between the Town of Holly Springs and the Town of Cary for the duration of the term of this agreement.

Section 2. Holly Springs Annexation Area. That the area south and west of the line described in Section 1 above, which describes a portion of Wake County, North Carolina, is subject to future annexation by the Town of Holly Springs and no portion of said area is subject to annexation by the Town of Cary during the term of this agreement.

Section 3. Cary Annexation Area. That the area north and east of the line described in Section 1 above, which describes a portion of Wake County North Carolina, is subject to future annexation by the Town of Cary and no portion of said area is subject to annexation by the Town of Holly Springs during the term of this agreement.

Section 4. Notice of Adjacent Annexations. Notice of Adjacent Annexations. If, pursuant to statutorily authorized procedures for petitioned annexation, municipally initiated annexation, or any other authorization, either party proposes to annex property or a parcel that is immediately adjacent to the boundary line established in Section 1, the party shall, as required by NCGS 160A-58.24(a)(5), give written notice to the other party of such proposed annexation, at least 60 days before the adoption of any such annexation ordinance. The notice shall describe the area to be annexed by a legible map, and accurately

show the annexation area in relationship to the boundary line established in Section 1, and roads, streams, and prominent geographical features. The notice shall be mailed to the Town/City manager of the other municipality. In addition, mailed notice shall be sent to the then current Planning Director (or commensurate position) and Town Clerk of the other municipality.

Either municipality, through its manager, may waive the sixty (60) day time period for notice by giving a written waiver to the other party which states the lesser period of notice required.

Section 5. Utility Service Areas. That the area described in Section 2 is mutually understood to be a water and sewer (“urban”) service area of the Town of Holly Springs while the area described in Section 3 is mutually understood to be a water and sewer (“urban”) service area of the Town of Cary.

Section 6. Provision of Service Lines Through Annexation Areas. That the Town of Holly Springs agrees not to extend urban services to the area north and east of the line described in Section 1 above and the Town of Cary agrees not to extend urban services to any area south and west of said line described above in Section 1, except as may be required to traverse said areas to provide utilities to serve other development areas not subject to this agreement. Further, the two jurisdictions will work cooperatively to assist each other, as necessary, in obtaining utility easements to locate lines through these areas that cannot be annexed.

Section 7. Effective Date. That this Agreement shall become effective immediately following its adoption by ordinance by the governing board of both Holly Springs and Cary.

Section 8. Modifications or Amendments. That this ordinance may be modified or amended with a subsequent agreement entered into by both participating towns pursuant to G.S. 160A-58.24(d). All modifications and amendments to this agreement shall be approved by ordinance and adopted after public hearings by both municipalities.

Section 9. Term of Agreement. That the term of this agreement shall be for a period of 20 years.

Section 10. Termination of Agreement. That this agreement may be terminated by either town in the manner prescribed by G.S. 160A-58.24(f). This agreement shall be effective until such termination occurs or 20 years, whichever comes first.

Adopted by the Town of Holly Springs: _____

Date

Mayor – Town of Holly Springs

Adopted by the Town of Cary:

Date

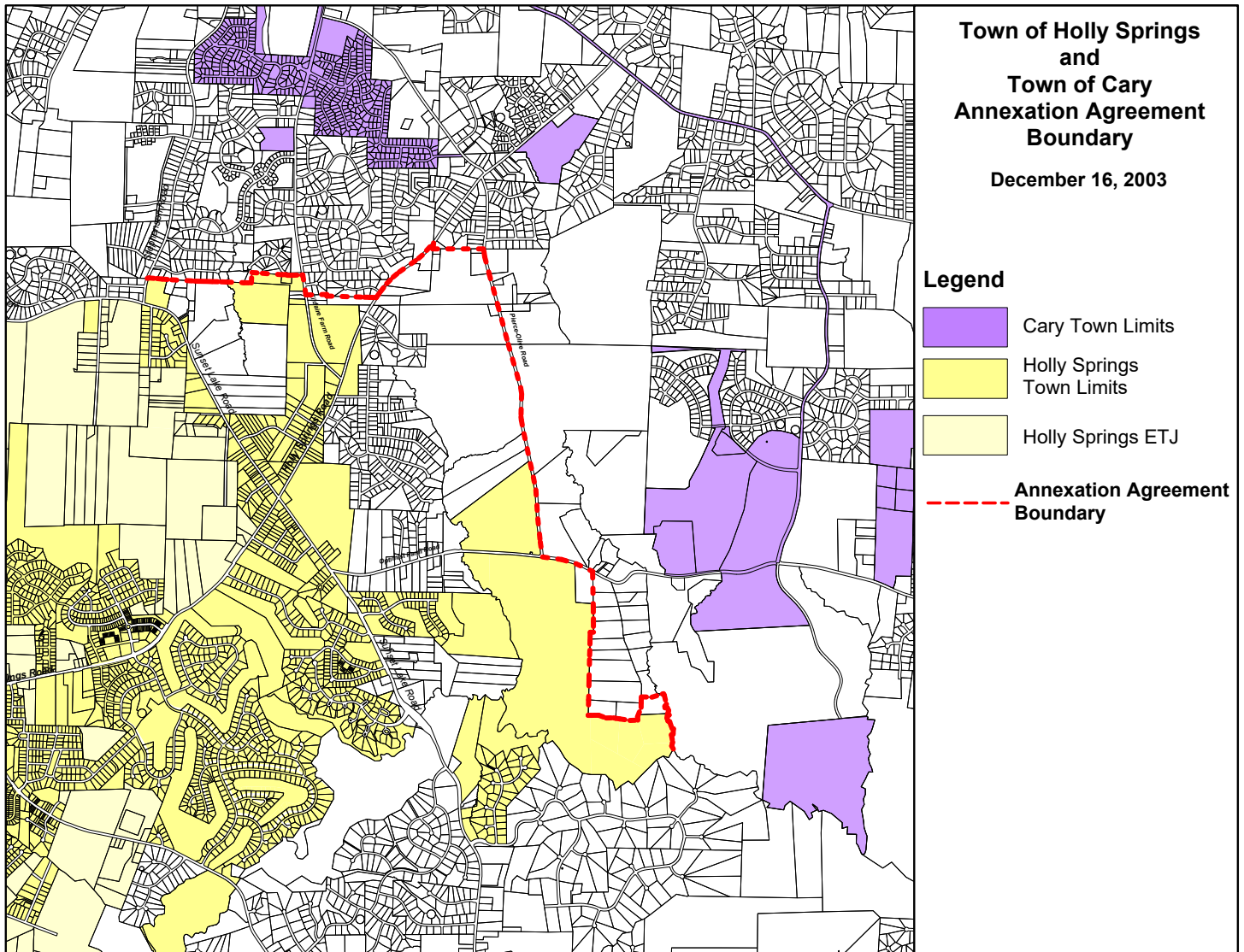
Mayor – Town of Cary

Effective:

Date:

Attachment A

Map of Holly Springs/Cary Annexation Boundary Line December 2003





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

Public Hearings

Title: Semi-Annual UDO Amendments 23-UDO-03 - Legislative Public Hearing

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

Staff Resource: Sean Ryan, Development Services

Action(s):

- Conduct Legislative Public Hearing.
- Adopt Ordinance 23-34 to adopt the statement of compatibility and approve UDO Text Amendments.

Explanation:

- When a new Unified Development Ordinance (UDO) is adopted, it is customary for staff to identify areas of the document that can be improved or clarified as applied to development reviews.
- The Development Services Team has cataloged the changes that are necessary to ensure that the UDO is a user-friendly document and that the spirit and intent of all ordinance requirements can be applied correctly.
- There are 17 ordinance parts that are proposed through this text amendment.
- Most of the proposed text amendments are technical or minor in nature.
- The amendments include 2 major changes requested by the Town Council:
 - Reducing maximum gross density to 15 units per acre with an option to allow higher density only by a Conditional Zoning District (CD).
 - Reducing building height in the DMX district.
- Following the Town Council workshop discussion on September 12, 2023, staff revised the following section of the draft amendments:
 - Part 6 - Building Height in the DMX District has been modified to reduce the by-right maximum building height from 60 feet and 4 stories to 45 feet and 3 stories with a provision to allow 60 feet and 4 stories by Conditional Zoning District (CD).

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 09/26/2023:

- If the proposed changes to density would impact the rezoning proposed for Friendship Innovation Park.
- If the proposed changes to allow additional density with a Conditional Zoning District (CD) would extend the review process.
- How the proposed changes to density may impact housing affordability.

Town Council Business Meeting
October 17, 2023

Planning Board Recommendation:

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

Background:

- In October 2021, the Town Council adopted the 2022 UDO with an effective date of March 1, 2022.
- Staff provided an overview of the proposed amendments to the Town Council on September 12, 2023.

Funding Source(s):

N/A

Attachment(s):

1. 23UDO03_SemiAnnualAmendments_StaffReport
2. 23UDO03_SemiAnnualAmendments_Ordinance



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR UDO TEXT AMENDMENT Semi-annual Unified Development Ordinance Text Amendments 23-UDO-03

PETITIONER(S):

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

ANTICIPATED REVIEW SCHEDULE:

Planning Board: September 26, 2023
Public Hearing and Town Council Action: October 17, 2023

STAFF CONTACTS: Sean Ryan, Planning Manager

ATTACHMENTS:

Draft UDO Ordinance

STAFF ANALYSIS

AMENDMENT OVERVIEW

The proposed amendments table below provides a summary of the proposed changes to the Town of Holly Springs Unified Development Ordinance (UDO) and an explanation of why the change is needed. Detailed language of the proposed amendment can be found in the attached draft ordinance.

Since adoption of the UDO, staff has been working with residents, businesses, and the development community to implement the ordinance and has determined a list of amendments needed to make technical corrections and minor modifications.

Purpose of Amendment

Purpose of Amendment Key	
Legal Compliance	Change made to comply with North Carolina General Statutes or other legal change.
Clarification or Correction	Change made to provide clarification on UDO intent, prevent misinterpretations, or correct grammatical errors.
Minor Change	Minor changes made to further achieve goals and policies outlined in the Comprehensive Plan or changes made to better implement the established policy based on resident, business, and development community feedback.
Major Change	Major changes to support a specific town policy or substantially change current UDO regulations.

List of Amendments		
Ordinance Part	Purpose of Amendment	Amendment Summary
1	Legal Compliance	Align UDO text with General Statute provisions for Bona Fide Farms.
2,3,4	Clarification or Correction	Provide uniform introductory text to each use district description.
5, 7	Major Change	Modify maximum density by Conditional Zoning District (CD) in the MXR district from 20 u/a and in the IVMX from “unlimited” to a flexible standard that allows for consideration of higher density over 15 u/a only when certain parameters are met.
6	Major Change	Modify maximum density by Conditional Zoning District (CD) in the DMX, RMX, and CB districts from “unlimited” to a flexible standard that allows for consideration of higher density over 15 u/a only when certain parameters are met. Modify Maximum Building Height in DMX from 4 stories to 3 stories, remove additional recess story, and provide option for 4 th story by Conditional Zoning District (CD).
	Clarification or Correction	Clarify Maximum Gross Main Floor Area.
	Minor Change	Change the allowed increase in Maximum Gross Main Floor Area from a Special Use Permit to a Conditional Zoning District (CD). This changes the review type from a Board of Adjustment (Quasi-Judicial) Review to a Town Council (Legislative) Review.
8	Clarification or Correction	Provide clarity on location of outdoor play areas for child care uses and required landscaping.
9	Clarification or Correction	Correct district naming.
10, 11, 12	Clarification or Correction	Condense building materials standards into easy-to-read tables and modify terminology for clarity.
13	Minor Change	Provide review criteria (findings of fact) for quasi-judicial review of Development Plans and provide more detailed review process.
14, 15	Minor Change	Provide review criteria (findings of fact) for quasi-judicial review of Major Subdivision Plans.
16, 17	Clarification or Correction	Clarify defined terms and remove duplication.

SUGGESTED MOTION

PLAN CONSISTENCY STATEMENT:

The requested UDO Text Amendment is consistent with the Vision Holly Springs Comprehensive Plan:

The proposed Unified Development Ordinance (UDO) amendments provide the Town of Holly Springs the necessary policies and development standards to implement *Vision Holly Springs*. Specifically, the proposed UDO implements the character-based land use approaches outlined in *Section 1: Land Use & Character Plan* and provides opportunities for more mixed-use activity centers thought Holly Springs, provides context sensitive infill opportunities, and provides increased opportunities to diversify home & neighborhood choices in the community. The proposed UDO amendments also implement the goals and

policies of Section 2: Comprehensive Transportation Plan, by providing the standards needed to implement the Town's transportation infrastructure needs and Section 3: Parks, Recreation and Greenways Master Plan by providing the standards to implements the Town's Parks and Recreation needs. Finally, the proposed UDO text amendments provide the tools necessary for staff and the development community to implement the goals and objectives stated in the Plan

UDO AMENDMENT RECOMMENDATION:

Motion that the Planning Board recommend approval of UDO Text Amendment #23-UDO-03 to modify the Unified Development Ordinance as submitted by the Town of Holly Springs.



Ordinance No. 23-XX

Date Submitted:

Date Adopted:

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE
AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY
NORTH CAROLINA GENERAL STATUTES 160D**

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 3: Parks, Recreation and Greenways Master Plan* in 2021; *Section 2: Comprehensive Transportation Plan* in 2022; and *Section 1: Land Use & Character Plan Appendix F: Northeast Gateway Master Plan* in 2022, and

WHEREAS, Town of Holly Springs desires to amend the Unified Development Ordinance in accordance with the goals and policies contained within *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*; and

WHEREAS, the Holly Springs Planning Board has reviewed this request at a Public Meeting and recommended approval; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, the Holly Springs Town Council finds that the proposed UDO amendments are consistent with the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* as follows: The proposed Unified Development Ordinance (UDO) amendments provide the Town of Holly Springs the necessary policies and development standards to implement *Vision Holly Springs*. Specifically, the proposed UDO implements the character-based land use approaches outlined in *Section 1: Land Use & Character Plan* and provides opportunities for more mixed-use activity centers thought Holly Springs, provides context sensitive infill opportunities, and provides increased opportunities to diversify home & neighborhood choices in the community. The proposed UDO amendments also implement the goals and policies of *Section 2: Comprehensive Transportation Plan*, by providing the standards needed to implement the Town's transportation infrastructure needs and *Section 3: Parks, Recreation and Greenways Master Plan* by providing the standards to implements the Town's Parks and Recreation needs. Finally, the proposed UDO text amendments provide the tools necessary for staff and the development community to implement the goals and objectives stated in the Plan; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Code of Ordinances Appendix A: Unified Development Ordinance of the Town is amended as follows:

Part 1: Amending Section 1.2.6 Purpose and Applicability; Authority; Compliance Required for Use and Development of Real Property; Exemptions; Bona Fide Farms and Agritourism:

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to clarify exemptions from zoning and align with NCGS160D-903:

B. Bona Fide Farms and Agritourism.

Pursuant to NCGS § 160D-903, property that is located within the Town's Extraterritorial Jurisdiction and is used for bona fide farm purposes as described in NCGS § 160D-~~702~~**903** is exempt from the **zoning** regulations of this UDO. Property that is located in the Town Extraterritorial Jurisdiction and ceases to be used for bona fide farm purposes shall become subject to the **zoning** regulations of this UDO. Bona fide farm property that is exempt from the **zoning** regulations of this UDO shall be subject to **all applicable floodplain regulations** ~~the Wake County floodplain ordinance or all floodplain regulation provisions of Wake County's Unified Development Ordinance.~~

A building or structure that is used for agritourism is a bona fide farm purpose if the building or structure is located on a property that (i) is owned by a person who holds a qualifying farmer sales tax exemption certificate from the Department of Revenue pursuant to G.S. 105 - 164.13E(a) or (ii) is enrolled in the present-use value program pursuant to G.S.105-277.3. Failure to maintain the requirements of this section for a period of 3 years after the date the building or structure was originally classified as a bona fide farm purpose pursuant to this UDO shall subject the building or structure to applicable zoning and development regulation ordinances of this UDO in effect on the date the property no longer meets the requirements of this section.

Part 2: Amending Section 2.1.1 Districts; Base Districts; Residential Use Districts; Residential Use Districts Intent:

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to Residential Use Districts Intent to remove "intent" and clarify purpose text as follows:

2.1.1 Residential Use Districts. ~~Intent~~

Each of the **Residential Use** Districts described below are created to implement the **character areas in the** Comprehensive Plan.

Part 3: Amending Section 2.1.2 Districts; Base Districts; Commercial & Mixed-Use Districts:

Add text as indicated in **bold** to Commercial & Mixed-Use Districts to clarify purpose as follows:

2.1.2 Commercial & Mixed-Use Districts.

Each of the Commercial & Mixed-Use Districts described below are created to implement the character areas in the Comprehensive Plan.

Part 4: Amending Section 2.1.3 Districts: Base Districts: Employment/Campus Use Districts:

Add text as indicated in **bold** to Employment/Campus Use Districts clarify purpose as follows:

2.1.3 Employment/Campus Use Districts.

Each of the Employment/Campus Use Districts described below are created to implement the character areas in the Comprehensive Plan.

Part 5: Chapter 2 Development Standards: Table 2.2.1-A Development Standards for Residential Use Districts and Table 2.2.1-A Notes.

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to modify maximum density in the MXR district as follows:

Table 2.2.1-A - Development Standards for Residential Use Districts					
	RR	SR	NR	NCR	MXR
Development Intensity					
Development Density (N1)					
Maximum Gross Density by-Right (units/acre)	0.5	3	5	8	15
Maximum Gross Density (Conservation Subdivision) (units/acre) (N2)	0.5	3	5	--	--
Maximum Gross Density with Conditional Zoning District (CD) (units/acres)	1	4	8	12	20 N3

Table 2.2.1-A Notes	
N3	Maximum Gross Density shall be established with a Conditional Zoning District (CD). Maximum Gross Density that exceeds 15 units/acre may be considered if the project is: 1. Designated on the Future Land Use Map as N. Main Street District, Downtown Village District, Mixed-Use Center, or Regional Center, or, within the boundary of the Northeast Gateway Master Plan; and, 2. The project includes either a Parking Garage, or, a minimum of 40% of dwelling units located within a vertically integrated mixed-use Building with Office and Service Uses or Retail, Dining, and Entertainment Uses located on the ground floor story.

(Ordinance Note: All table notes shall be reordered accordingly)

Part 6: Chapter 2 Districts, Development Standards for Employment/Campus Use Districts; Table 2.2.3-A Employment/Campus Use Districts Development Standards and Table 2.3.3-A Notes.

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to modify maximum densities and heights and clarify building floor area in Commercial & Mixed-Use Districts, as follows:

Table 2.2.2-A - Commercial & Mixed-Use Districts Development Standards				
	NMX	DMX	RMX	CB
Development Intensity				
Minimum Development Area (acres) (N1)	0	0	20	0
Development Density (N2)				
Maximum Gross Residential Density (units/acre)	8	15	20 15	20 15
Maximum Gross Residential Density with Conditional Zoning District (CD) (units/acre)	15	Unlimited N3	Unlimited N3	Unlimited N3
Maximum Gross Main Floor Area (sf) by building type per Building				
Single Use Site Ground Floor Story Single Use Site	16,000	50,000	none	none
Integrated Center (maximum with Special Use Permit) (N3N4)	24,000	none	none	none
Integrated Center (Maximum with Conditional Zoning District (CD))	(125,000)	none	none	none

Building Height (ft)				
Primary Structure(s) (minimum) (N8)	20	25 and 2 stories	25 and 2 stories	25
Primary Structure(s) (minimum - ground floor story non-residential)	n/a	14	14	14
All Structure(s) (maximum)	45 and 3 stories	60 and 4 stories 45 and 3 stories	55 and 5 stories	60
All Structure(s) Maximum Height after additional story maximum with Upper Story recess (12-20 ft) (N9)	4 stories	6 stories not permitted	6 stories	not permitted
All Structure(s) (Maximum with Conditional Zoning District (CD))	not permitted	not permitted 60 and 4 stories (N10)	110 and 10 stories	not permitted
Residential Primary Structure(s) Finished Floor Elevation Above Sidewalk Grade	1.5	1.5	1.5	1.5

Table 2.2.2-A - Notes

N3	Maximum Gross Density shall be established with a Conditional Zoning District (CD). Maximum Gross Density that exceeds 15 units/acre may be considered if the project is: 1. Designated on the Future Land Use Map as N. Main Street District, Downtown Village District, Mixed-Use Center, or Regional Center, or, within the boundary of the Northeast Gateway Master Plan; and, 2. The project includes either a Parking Garage, or, a minimum of 40% of dwelling units located within a vertically integrated mixed-use Building with Office and Service Uses or Retail, Dining, and Entertainment Uses located on the ground floor story.
N10	For Lots with multiple Street Frontages, maximum Stories greater than 4 may be considered provided that the Building does not exceed 4 stories as measured from the proposed finished Grade at the Front of the Building along Main Street.

(Ordinance Note: All table notes shall be reordered accordingly)

Part 7: Chapter 2 Districts, Development Standards for Employment/Campus Use Districts: Table 2.2.3-A Employment/Campus Use Districts Development Standards and Table 2.3.3-A Notes.

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to modify maximum densities and heights in Employment/Campus Use Districts, as follows:

Table 2.2.3-A - Employment/Campus Use Districts Development Standards				
	SP	IVMX	BRT	HI
Development Intensity				
Development Density (N1)				
Maximum Gross Residential Density (units/acre)	--	15	--	--
Maximum Gross Residential Density with Conditional Zoning District (CD) (units/acre)	--	Unlimited N3	--	--

Table 2.2.3-A - Notes	
N3	Maximum Gross Density shall be established with a Conditional Zoning District (CD). Maximum Gross Density that exceeds 15 units/acre may be considered if the project is: 1. Designated on the Future Land Use Map as N. Main Street District, Downtown Village District, Mixed-Use Center, or Regional Center, or, within the boundary of the Northeast Gateway Master Plan; and, 2. The project includes either a Parking Garage, or, a minimum of 40% of dwelling units located within a vertically integrated mixed-use Building with Office and Service Uses or Retail, Dining, and Entertainment Uses located on the ground floor story.

(Ordinance Note: All table notes shall be reordered accordingly)

Part 8: Amending Section 3.3.4.B. Use Provisions: Additional Use Provisions and Special Use Permit Standards: Office and Services Uses – Additional Use Provisions: Child Care Center:

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to clarify intent of location of outdoor uses for Child Care Centers as follows:

B. Child Care Center.

1. Location. No outdoor uses associated with a Child Care Center (play areas, storage, etc.) shall be located in ~~any front yard~~ **between the building and the public street.**

2. Playground Areas. All playground areas shall be ~~located in a fenced area away from any parking, loading, or service areas~~ **fenced and shall be an appropriate distance away from any vehicle parking areas, loading, and service areas to avoid vehicular conflict. Bollards or other devices to ensure there is no vehicular conflict may be required. When calculating required Foundation Landscaping, the area of a playground shall be included.**

3. Buffering. A Type C Buffer shall be provided along any rear or side property line adjoining Residential Use Districts.

4. Parking and Traffic Plan. In Residential Use Districts, the applicant shall provide and implement a parking and traffic plan that adequately mitigates the potential adverse impacts of increased traffic in the neighborhood.

Part 9: Amending Section 3.4.3.I.1. Use Provisions: Accessory Structures and Uses; Commercial & Mixed-Use & Employment/Campus Use Districts and Non-Residential Uses in Residential Use Districts; Parking of Commercial and Recreational Vehicles:

Add text as indicated in **bold** to correct district naming as follows:

1. Commercial & **Mixed-Use** Districts. The total number of business passenger vehicles shall not exceed 3 passenger vehicles per business with a GVWR ≤ 6,000 LBS and shall meet the following requirements:

- a. The vehicle(s) are used in the normal day-to-day operation of the business use;
- b. The vehicle(s) must be parked on the same property as the business location;
- c. To the greatest extent possible, the vehicle(s) shall be parked beside or behind the building in which the use is located, parking in the front of the building shall only be permitted if side and rear parking is not available.
- d. Vehicle(s) shall be placed so as to minimize visibility from right-of-way to the greatest extent possible.

Part 10: Amending Sections 8.2.G.4.a.vi, vii, viii, & ix : Building, Site & Subdivision Design Standards; Building Design Standards; Façade Standards:

Add text as indicated in in **bold** and remove text as indicted in ~~strike through~~ to remove glass a primary façade material, to modify terminology, reduce conflicting text, clarify use of colors, and reorganize façade materials as follows:

G. Façade Standards.

1. **General Façade Standards for All Buildings.**

- a. Buildings shall be designed in compliance with 360-degree design standards, with visually interesting and compatible design on front, side and rear façades.

~~2. b.~~ All Major Subdivisions - Non-residential or Development Plans for integrated centers or sites with multiple Buildings shall utilize and repeat selected architectural design requirements which are in harmony with area developments. Design Standards are required to promote consistency among buildings within a development and enhance compatibility of design and appearance requirements. The Design Standards shall coincide with or exceed the Town's design standards pursuant to ~~Chapter 8 of this UDO~~ **this chapter**. As appropriate, the Design Standards shall include color and material samples, ~~and utilize and repeat architectural styles within the projects for design compatibility and consistency.~~

~~3. c.~~ Single Use Sites. All Buildings located on a single use site shall utilize selected design and appearance elements which are in harmony with area developments.

~~4. 2.~~ Primary Façade Compliance ~~Standards~~. Any Building façade in which any portion of a Lot or Integrated Center is determined to be visible from a Public/Private Street Frontage, Interior Access Drive, or a Side or Rear Lot Line abutting a Residential Use District **and all Building façades in the DMX District, shall be designed** pursuant to the following ~~regulations~~ **standards**:

a. ~~Façade~~ **Building Materials.**

i. **Building Material Types and Colors.**

(a) Building Material Types. All Building Materials should be durable. Building Material types are defined as follows:

~~i.~~ (i) Type 1 Materials: brick; stone (e.g., natural/cultured, limestone, marble, or granite); split-face block (integral color); architectural or precast concrete, if the surface is designed to simulate brick or stone; ~~glass~~; a combination thereof; or similar material determined by the Administrator.

~~ii.~~ (ii) Type 2 Materials: wood siding; fiber cement siding; stucco; tile; EIFS; or similar material determined by the Administrator.

~~iii.~~ (iii) Type 3 Materials: high quality, smooth finish metal panel or similar material determined by the Administrator.

~~iv.~~ (iv) Type 4 Materials: vinyl siding; smooth-faced gray concrete block; painted or stained brick, stone or concrete (including concrete block); metal siding

except as specified as Type 3 material; plastic; or similar material determined by the Administrator.

(b) Multiple Building Materials shall be used to provide variation in texture, with heavier and courser materials placed lower on the Building and lighter and smoother materials placed near the top.

(c) The number of colors used to create interest in the Building shall be limited to 3 discernable colors or ranges of complementary hues.

~~v. Durability. All façade materials should be durable. Façade materials shall, to the greatest extent practical, be applicable to accessory structures to maintain a consistent and compatible appearance.~~

~~vi.ii. Building Material Standards. Building Materials (excluding: windows, display windows, doors, roofing, fascia or soffit materials) shall be provided as follows:~~

TABLE 8.2-A – PRIMARY FAÇADE BUILDING MATERIALS TABLE

Building Type	Type 1 Materials	Type 2 Materials	Type 3 Materials	Type 4 Materials
Residential	Required (N1)	Permitted	Prohibited	Prohibited
Commercial/ Mixed-Use	Required (N2) (N3)	Permitted (N4)	Permitted (N5)	Prohibited
Industrial and Warehouse	Required (N6)	Permitted	Permitted	Prohibited
N1	Shall constitute a minimum of 35% of the Building façade.			
N2	Shall constitute a minimum of 60% of the Building façade.			
N3	In the DMX District, shall constitute 100% of the Building façade except as noted in N4.			
N4	In the DMX District, limited to 10% of the Building façade of the 3rd story and higher.			
N5	Limited to 10% of the Building facade. Prohibited in the DMX district.			
N6	Shall constitute a minimum of 50% of the Building façade.			

(Ordinance Note: All tables shall be relettered accordingly)

FIGURE 8.2-F - FAÇADE BUILDING MATERIALS



Residential Building Standards.

~~(a) Primary Façade Materials. The primary façade material (excluding: windows, display windows, doors, roofing, fascia or soffit materials) must constitute a minimum of 35% of the façade. Multiple building materials and colors shall be provided to provide variation in texture, with heavier and courser materials placed lower on the building lighter and smoother materials placed near the top. The maximum number of colors shall not be limited, provided however, that there shall be no more than 3 discernible color families.~~

~~(i) Allowable Primary Façade Materials: Type 1 Materials.~~

~~(ii) Allowable Secondary Façade Materials: Type 2 Materials~~

~~(iii) Prohibited Façade Materials: Type 3 and Type 4 Materials~~

vii. Commercial/Mixed Use Building Standards.

~~(a) Primary Façade Materials. The primary façade material (excluding: windows, display windows, doors, roofing, fascia or soffit materials) must constitute a minimum of 60% of the façade. Multiple building materials and colors shall be provided to provide variation in texture, with heavier and courser materials placed lower on the building lighter and smoother materials placed near the top. The maximum number of colors shall not be limited, provided however, that there shall be no more than 3 discernible colors.~~

~~(i) Allowable Primary Façade Materials: Types 1 Materials.~~

~~(ii) In the DMX District, Type 1 façade material is required for 100% of façades.~~

~~(iii) For upper story (3rd story and higher) types 1 and 2 materials are permitted.~~

~~(iv) Allowable Secondary Façade Materials: Type 2 Materials.~~

~~(v) Allowable Accent Materials: Limited to 10% of Type 3 materials.~~

~~(vi) Prohibited Façade Materials: Type 4 materials.~~

~~viii. Industrial and Warehouse Building Standards.~~

~~(a) Primary Façade Materials. The primary façade material (excluding: windows, display windows, doors, roofing, fascia or soffit materials) must constitute a minimum of 50% of the façade. Multiple building materials and colors shall be provided to provide variation in texture, with heavier and courser materials placed lower on the building lighter and smoother materials placed near the top. The maximum number of colors shall not be limited, provided however, that there shall be no more than 3 discernible colors.~~

~~(i) Allowable Primary Façade Materials: Type 1 materials.~~

~~(ii) Allowable Secondary Façade Materials: Type 2 or 3.~~

~~(iii) Prohibited Façade Materials: Type 4.~~

~~ix. All Other Façades.~~

~~(a) Colors shall be consistent with the primary façade(s) of the building.~~

~~(b) Prohibited exterior Building Materials: Type 3 and 4.~~

~~✕ iii. Alternate Compliance.~~

(a) A 10% reduction in the required ~~primary façade~~ **Type 1** Material may be permitted by selecting 1 additional Public Realm Standard (Section 8.3.B).

(b) A 10% increase in ~~allowable~~ **permitted accent Type 3** Material may be permitted by selecting 1 additional Public Realm Standard (Section 8.3.B).

Part 11: Amending Sections 8.2.G.: Building, Site & Subdivision Design Standards; Building Design Standards; Façade Standards:

Add text as indicated in in **bold** to move “All Other Façades” from Section 8.2.G.4.a.ix. to new Section 8.2.G.3. to relocate in section to correct position and provide additional clarity, as follows.

3. All Other Façades Standards. Any Building façade not designated as a primary façade shall be designed pursuant to the following standards:

a. Building Materials.

i. Building Materials shall comply with Section 8.2.G.2.a.i: Building Material Types and Colors. Building Materials and Colors shall be consistent with the primary façade(s) of the Building.

ii. Building Materials (excluding: windows, display windows, doors, roofing, fascia or soffit materials) shall be provided as follows:

TABLE 8.2-D – ALL OTHER FAÇADES BUILDING MATERIALS TABLE				
Building Type	Type 1 Materials	Type 2 Materials	Type 3 Materials	Type 4 Materials
Residential	Permitted	Permitted	Prohibited	Prohibited
Commercial/ Mixed-Use	Permitted	Permitted	Prohibited	Prohibited
Industrial and Warehouse	Permitted	Permitted	Prohibited	Prohibited

b. Bulk and Massing, Roof Expression, Façade Activation, and Human Scale Elements. All façades shall be designed with a consistent and compatible appearance to the primary façade(s) of the Building.

Part 12: Amending Section 8.3.B.11: Building, Site & Subdivision Design Standards; Public Realm Standards, Public Realm Standard Options:

Add text as indicated in in **bold** and remove text as indicted in ~~strike through~~ to remove modify terminology as follows:

B. Public Realm Standard Options.

11. Increase ~~primary façade materials to 75%~~ Type 1 Materials to constitute a minimum of 75% on each primary façade.

Part 13: Amending Section 11.10.D. Administrative & Decision-Making Bodies: Development Plans:

Add text as indicated in **bold** and remove text as indicated in ~~strike through~~ to provide findings of fact for quasi-judicial subdivision approvals, as follows:

D. Development Plan Submittal Requirements.

1. Application. The applicant shall prepare and submit a formal application detailing the site location, ownership, and proposed land use/development activities. The Administrator shall create and provide the formal applications including the required submittal items.
2. Plan Set. Applicants shall provide a series of plan sheets to depict the proposed construction and site improvement elements of the project and to show compliance with this UDO. The Administrator shall list the plan set requirements on the application form for Development Plans.
3. Associated Studies. The applicant shall submit associated studies that may be warranted for the proposed development/land use activities as listed on the application. The required studies may be identified in a Sketch Plan review (pre-submittal meeting) prior to application submittal. Associated studies may include, but are not limited to, storm reports, traffic studies, and similar technical information.
4. Development Plan Preparation. Development Plan elements shall be prepared pursuant to the following:
 - a. Property surveys and new legal descriptions shall be prepared by a licensed professional surveyor to conduct work in the State of North Carolina.
 - b. Development plans, grading plans, utility plans, and similar plans shall be prepared by a licensed civil engineer to conduct work in the State of North Carolina.
 - c. Architectural elevations shall be prepared by a licensed architect to conduct work in the State of North Carolina.
 - d. Tree preservation plans shall be prepared by a licensed landscape architect or certified arborist to conduct work in the State of North Carolina.
5. **Criteria. For Development Plans processed and reviewed pursuant to a Type 5 - Quasi-judicial Action, the applicant shall provide a written response to each of the review criteria.**

E. Review Criteria. For Type 5 - Quasi-judicial Actions, the decision-making body shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on

adjacent properties.

1. **Criterion 1:** The land uses and development intensity of the proposed project will not have significant adverse impacts on adjacent properties and are consistent with the character of the Zoning District and the land uses authorized therein.
2. **Criterion 2:** The proposed project provides for the preservation, improvement, and/or enhancement of open spaces and provides sufficient land dedicated for public park space or an equivalent fee-in-lieu.
3. **Criterion 3:** The proposed layout of streets, lots, utilities, water metering, and public improvements, and their relation to the topography of the land, reflect a design which can be economically served by the Town with public services and facilitates the use and future development of adjacent properties.
4. **Criterion 4:** The proposed building or site design enhances the public realm, maximizes natural surveillance and visibility, facilitates pedestrian access and circulation, and reinforces the Town's character.
5. **Criterion 5:** The design of the project furthers the goals and policies of the Comprehensive Plan.

E. Development Plan Procedures. The following provisions establish the required procedures for Development Plans.

1. **Table 11.4-A:** Review Matrix of this Chapter shall specify the decision-making body for the proposed Development Plan.
2. The applicant shall host a neighborhood meeting pursuant to 11.5.F of this Chapter and provide a Neighborhood Meeting Report as part of its initial application submittal to the Town.
3. The applicant shall submit a Development Plan that demonstrates full compliance with the provisions of the UDO.
4. The Administrator will review the Development Plan and provide written technical comments to the applicant based on the Development Plan's compliance with the applicable UDO standards. The Administrator (through their written comments) may require revisions to the Development Plan to achieve compliance with the UDO. The applicant shall revise said Development Plan to respond to The Administrator's comments.
5. The Administrator will write a staff report with findings and a recommendation. The Administrator will forward the revised Development Plan and staff report to the decision-making body for action.
6. For Type 2a – Administrative Actions, the decision-making body will vote to approve, approve with conditions, or deny the application. For Type 5 -

Quasi-judicial Actions, the decision-making body will conduct a quasi-judicial public hearing, obtain public and expert testimony, and then take action on the application. The decision-making body will vote to approve, approve with conditions, or deny the application.

7. The applicant shall prepare and submit Construction Drawings as a separate application to the Town pursuant to Table 11.4-A: Review Matrix and the requirements of Section 11.14.

~~8. E. Future Activity.~~ Future development, building/site alterations, and land use activities on the subject site shall be consistent with the approved Development Plan application and any associated conditions of approval. In the event, the Development Plan is denied by the decision-making body, the applicant shall only develop or use the property as allowed by this UDO – this may require new applications.

Part 14: Amending Section 11.11. Administrative & Decision-Making Bodies: Subdivision and Recombination Activities:

Add text as indicated in in **bold** and remove text as indicted in ~~strike through~~ to provide findings of fact for quasi-judicial subdivision approvals, as follows:

11.11 Subdivision and Recombination Activities

C. Submittal Requirements.

1. Application. The applicant shall prepare and submit a formal application detailing the site location, ownership, and proposed subdivision activities. The Administrator shall create and provide the formal applications including the required submittal items.

2. Plan Set. Applicants shall provide a subdivision plan that depicts the proposed lot configurations, tracts, easements, and rights-of-way, as applicable, to show compliance with this UDO. The Administrator shall list the plan set requirements on the application form for Subdivisions. ~~Additional requirements are required for Major Subdivisions and Minor Residential Subdivisions.~~

3. Subdivision Plan Preparation. Subdivision Plan elements shall be prepared pursuant to the following:

- a. Property surveys and new legal descriptions shall be prepared by a licensed professional surveyor to conduct work in the State of North Carolina.
- b. Development plans, grading plans, utility plans, and similar plans shall be prepared by a licensed civil engineer to conduct work in the State of North Carolina.
- c. Architectural elevations shall be prepared by a licensed architect to conduct work in the State of North Carolina.

d. Tree preservation plans shall be prepared by a licensed landscape architect or certified arborist to conduct work in the State of North Carolina.

4. Criteria. For Major Subdivisions processed and reviewed pursuant to a Type 5 - Quasi-judicial Action, the applicant shall provide a written response to each of the review criteria.

D. Review Criteria. For Type 5 - Quasi-judicial Actions, the decision-making body shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Major Subdivision. These criteria shall be used to evaluate whether the proposal will cause significant adverse impacts on adjacent properties.

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

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

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

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

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

Part 15: Amending Section 11.11.1.C. Administrative & Decision-Making Bodies: Subdivision and Recombination Activities: Major Subdivisions (Residential & Non-residential):

Add text as indicated in in **bold** and remove text as indicted in ~~strike through~~ to make technical corrections, as follows:

11.11.1 Major Subdivisions (Residential & Non-residential)

C. Major Subdivisions (Plat) Procedures. The following provisions establish the required procedures for Major Subdivisions:

4. The Administrator will review the Preliminary Plat and provide written technical comments to the applicant based on the plat's compliance with the applicable UDO standards. The Administrator (through their written comments) may require revisions to the preliminary plat to achieve compliance with the UDO. The applicant shall revise said plats to respond to the Administrator's comments. The Administrator will write a staff report with findings ~~of fact~~ and ~~its~~ a recommendation. The Administrator will forward the revised plat and a staff report to the decision-making ~~bodies~~ **body** for action.

5. The decision-making body will conduct a **quasi-judicial** public hearing, obtain public and expert testimony, and then take action on the application. The ~~final~~ decision-making body will vote to approve, approve with conditions, or deny the application.

Part 16: Amending Section 13.3 Definitions: Definitions:

Add text as indicated in in **bold** and remove text as indicted in ~~strike through~~ to make technical corrections, as follows:

~~Development Permit/Application~~ **UDO Application/Permit**. An UDO permit, Development Plan, Subdivision Plan or any other project that requires an application and permit. See the definition of project in this UDO.

District, **Zoning**. A Base District, Conditional Zoning District (CD) or Overlay District applicable to a section of the territory within the jurisdiction of this UDO. **May also be referred to as District or Use District.**

Dwelling, Manufactured Home. A structure, transportable in 1 or more sections which, in the traveling mode, is ~~e~~8 body feet or more in width or 40 body feet or more in length or when erected on site is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in it. The term "manufactured home" does not include a "recreational vehicle."

Farm, Bona Fide. As defined in NCGS ~~406-584.1.~~ **§ 160D-903**

~~Phased Development Plan. See Development Plan, Phased.~~

School (Commercial, Trade or Business). A public or private school offering instruction in the technical, commercial, and/or trade skills such as real estate, business and secretarial, electronics, automotive and aircraft, medical and dental, and similar commercial establishments. ~~as well as pre-school or after-school activities.~~

~~Storage, Outdoor (non residential). An outdoor storage which is located on the same parcel of non residential property, intended for storage of large equipment, vehicles, and/or other common materials used by the municipality and/or master developer for maintenance of public/private infrastructure; storage of scrap materials used for repair and maintenance; tow yards, and buildings or structure for uses such as repair facilities.~~

~~Parking Structure-Garage. A structure or portion thereof composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A Parking structure Garage may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.~~

Part 17: Entire Unified Development Ordinance

To provide for consistent terminology with a defined term, modify all occurrences of “UDO Permit/Application” to “UDO Application/Permit.”

Part 18: **REPEAL OF CONFLICTING ORDINANCES**

All ordinances or parts of the UDO of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Part 19: **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 20: **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 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 21: **EFFECTIVE DATE**

The provisions of this ordinance shall become effective October 17, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the ____ day of _____ 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 21.

New Business

Title: Yard Waste Ordinance Update and Cart Procurement

Strategic Priority Area: Safe & Friendly
Responsible & Balanced Growth

Staff Resource: Freddie Rodriguez, Solid Waste Manager, Paige Scott, Director, Public Works, Lindsay Goldstein, Paralegal

Action(s):

1. Adopt Ordinance 23-36, amending the town yard waste collection ordinance
2. Authorize the Town Manager to execute a contract with Otto Cart for the procurement of yard waste carts and delivery services in an amount not to exceed \$1,058,719.

Explanation:

- A new way of collecting yard waste will begin in March 2024. New brown yard waste carts will be delivered to residents for yard waste. Acceptable yard waste in carts will include lawn clippings, leaves, shrubs, limbs and small branches, and other types of yard waste. Pickup will occur on the same day as recycling collection.
- Benefits of using carts for yard waste collection include:
 - Stormwater compliance: Mitigates localized flooding that can occur when yard waste clogs storm drains and waterways
 - More efficient collection (best use of equipment and labor)
 - Less pollen and dust "kick up" in the spring that results from the use of leaf collection vacuum trucks
 - Improved street safety and aesthetics
- The bi-weekly cart collection will continue throughout the year, even when vacuum trucks are in use during Fall leaf collection season.
- Residents who want to order additional yard waste carts or decline a cart can complete an online form through December 15, 2023, or by contacting the Office of Customer Care (311) beyond that date. Fees will not be waived, even if a cart is declined. Additional fees will be assessed for each additional cart as requested by the resident.
- As a result of the new yard waste collection method, modifications are requested to the town code of ordinances:
 - New cart model, placement of yard waste in town provided container
 - Cost of additional cart
 - Scheduled excess yard waste disposal and associated fees
 - Fines and penalties and non-collection of contractor and non-resident yard waste
 - Addition of the yard waste convenience center
- If a resident fails to adhere to pre-collection practices, the following shall occur:
 - Commingled or improperly prepared materials will not be collected and the resident will receive a warning via door tag with information on procedures and cost for collecting excessive loads.

- Failure to correct the improperly prepared or commingled material in the specified time shall result in a \$50 administrative fee and cost for the collection (excessive load fee)
- A second violation in a calendar year shall be subject to a fee for collection of excess materials, plus an administrative fee of \$75.
- A third violation in a calendar year shall be subject to a fee for collection of excess materials, plus an administrative fee of \$100. In addition, the resident shall incur a civil penalty in the amount of up to \$25.00 per day (24-hour period) until the violation is corrected.
- Leaf season allows for leaves to be placed at the collection point outside of the cart and will be collected by leaf vacuum trucks. The resident shall not be responsible for leaves that fall in the street naturally.
- Staff is also requesting approval of a contract with Otto Cart for the procurement of yard waste carts and delivery services.
- An exception to public bidding was utilized to obtain a quote for the purchase of the carts through a Competitive Bidding Group purchasing program, the VA Sheriff's Association COOP, pursuant to N.C.G.S. 143 § 129 (e)(3).
- Cart delivery will take place from mid-January to February 2024.

Background:

- Yard waste collection is a service offered by the town for a fee included on the town's residential utility bill for residential collection of grass clippings, small limbs, plant or hedge clippings and dead plants and shrubs.
- Other yard waste services available to town residents include a yard waste convenience center and on-premise collection of large quantities of yard waste, as a call for service for loads that exceed yard waste not inside of a cart.
- At the February 2022 Mayor & Council Annual Retreat, Town Council directed the Town Manager to move forward with the yard waste model change for cart collection and adopted it as part of the FY 2023-24 budget to include capital investment for equipment and carts.
- Town staff, post retreat, engaged the community throughout town at various Homeowner Association meetings requesting feedback on the cart model change.
- A robust communications plan has commenced leading up to the go live date in March 2024.

Funding Source(s):

Community Investment Plan - PAYGO

Attachment(s):

1. Proposed Amendments to Chapter 14 Art. II - Yard Waste - FINAL
2. Contract for PURCHASE OF ASSETS - Otto Environmental Systems - w EXH



Ordinance No. 23-36

Date Submitted: October 17, 2023

Date Adopted: October 17, 2023

AN ORDINANCE TO AMEND THE TOWN CODE OF THE TOWN OF HOLLY SPRINGS, N.C. TO AMEND CHAPTER 14 – PUBLIC WORKS, ARTICLE II – YARD AND LEAF WASTE, WHITE GOODS, AND BULKY TRASH COLLECTION.

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

Part 1: Amending **Article II** to read as follows, with additions indicated with underline, and deletions indicated with ~~strikethrough~~:

Sec. 14-31. Purpose.

The purpose of this article is to establish a program and set additional fees for the collection of compostable yard waste as well as white goods and bulky trash items such as household furnishings. Further this ~~A~~article requires the mandatory separation of certain compostable yard and leaf waste material from garbage, rubbish and other trash by the ~~resident~~Residential Customer's curbside for collection by the ~~T~~town.

Sec. 14-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky ~~T~~trash means waste produced by a ~~R~~residential ~~Customer~~consumer other than what is ordinarily disposed of on a weekly basis which cannot be processed by the weekly trash collection, including items too large to fit into carts and/or a volume of such materials that exceeds the total volume of the cart (excessive loads). Bulky Trash does not include Yard and Leaf Waste.

Collection Point means the area where the Yard and Leaf W~~leaf and yard waste~~, White Goods, Bulky Trash or Carts are placed for collection at a ~~r~~Residential property. This shall be at the curb line of streets with a curb, meaning the space between the sidewalk and the curb (or edge of the street if no curb exists). If no curb or sidewalk exists, then the Collection Ppoint shall be between the drainage ditch and the edge of the street. No materials may be placed in the gutter or storm-water run-off channels.

Director of ~~P~~public ~~W~~works means the Director of Public Works of the Town of Holly Springs or his~~their~~ designees ~~agents~~.

Land ~~e~~Clearing ~~d~~Debris means solid waste which is generated solely from land clearing activities other than routine residential yard maintenance, including, but not limited to stumps, trees, rocks, brush and other vegetative waste incidental to tree, brush and stump removal or land clearing activities.

Ordinances means the ordinances of the Town of Holly Springs, North Carolina.

Residential Customer/Resident means any person who is an owner, occupant, tenant or, utility customer of the Town, or anyone who otherwise has possessory control of any premises, building, or land in the cCorporate Town limits, including vacant property.

White ~~G~~goods means household appliances such as refrigerators, washers, dryers, water heaters, water softeners, stoves, ovens, or other appliances, either containing chlorofluorocarbon refrigerants or not, as defined in N.C.G.S. § 130A-290(a)(44).

Yard and ~~L~~leaf ~~W~~waste means solid waste consisting of vegetative matter resulting from landscaping maintenance, including, but not limited to leaves, grass, twigs, certain limbs, hedge trimmings, hay, straw, pine straw, pine cones~~pinecones~~, and shrubs produced by a Residential Customer the individual residence during routine yard maintenance. It does not include any such waste which is produced by contractors, construction workers, businesses, Land Clearing Debris, commercial sources or industrial solid waste. Yard and Leaf Waste which is not placed into carts as described in Section 14-34 of this Article shall be deemed to be Excessive Yard and Leaf Waste.

Sec. 14-33. Administration and enforcement.

The collection, ~~and~~ removal and enforcement of Yyard and Lleaf Wwaste, Wwhite Ggoods, and Bbulky Ttrash from premises in the Town shall be under the jurisdiction of the dDirector of the pPublic wWorks. Enforcement of the provisions of this article shall be under the supervision of the Public Works Solid Waste Manager~~street and sanitation superintendent with the advice of the dDirector of pPublic wWorks and/or the county health officer.~~

Sec. 14-34. Pre-collection and Collection practices.

- (a) Yard and Lleaf Wwaste ~~material~~ shall be kept separate from and shall not be mixed or commingled with any other solid waste material for the purposes of residential collection by the Town or its agents.
- (b) Yard and Leaf Waste must be properly disposed of by the Residential Customer in a timely manner. Proper disposal includes placement in the yYard wWaste cCart as described in this Ordinance, disposal at a proper facility, or mulching or reincorporating vegetative matter on site in a manner consistent with best practices so as to not become a nuisance.
- (c) Cart Program. Yard and Leaf Wwaste materials are only to be placed in Town-issued Brown carts, placed at the Collection PointurbSide for collection, with the exception of fFall and wWinter lLeaf collection as described below in Sec. 14-34(f)(1).d)(1) and (2). The schedule of collection shall be determined by the Director of Public Works. The lid of the cart must be closed with nothing placed on top, however, lids that are open six (6) inches or less shall be considered closed. The Town shall provide each Residential Customer with one cart, the cost of which shall be covered by the Residential Customer's monthly yard waste fee. Any additional carts may be ordered for a fee, which shall be determined by the Director of Public Works and posted in the Adopted Fees and

Charges Schedule, and posted on the Town's website. There will be a monthly fee associated with each additional cart ordered by a Residential Customer, also posted in the Adopted Fees and Charges Schedule and on the Town's website. Yard wWaste carts shall be placed for collection according to the following guidelines:

(1) The cCart shall not be placed earlier than 7:00 AM on the day before collection day;

(2) The cart must not block any street or public right-of-way;

(3) The cart must be at least five (5) feet from other objects;

(4) The cart must be safely accessible to collection crews.

(d) Residential Customers may opt-out of the Cart Pprogram at any time. Notice of opt-out must be provided in writing to the Director of Public Works by completing the requisite form if before December 15, 2023, and thereafter by contacting the Office of Customer Care, either online or by dialing 311 from within the cCorporate limits. In the event that a Residential Customer has opted-out of the Cart Pprogram, they shall only place Yyard and Lleafve Wwaste in piles at the Collection Point after calling to schedule a pick-up for excessive loads and paying the appropriate fee. Residential Customers may also take said materials to the Holly Springs Convenience Center for disposal. Residential Customers shall take care to ensure that no Yard and Leaf leaf-or-yard wWaste is materials-are in the gutter or storm-water run-off channels.

(e) Residential Customers shall ensure that all Yyard and Leafleave Wwaste shall be properly disposed of and shall not be commingled free from contaminationcomingling with by other materials that are not included in the definition of Yyard and Lleaf Wwaste provided above. Where Yard and Leaf Wwaste is materials-are found to be commingled with other materialsnon-yard/leaf-waste contaminated, Town staff or its agents will not collect the Yard and Leaf Wwaste until such time as the other materials contaminants are removed by the Residential Customer homeowner. In the event of commingled or otherwise improperly disposed-of-or-improperly prepared Yyard and Leaf Wwaste, the Residential Customer will receive a tag on their door notifying them that the commingled Yard-wWaste will not be collected and must be removed by the Residential Customer or separated according to these pre-collection guidelines before the next collection cycle. Grass clippings and -llLeaves that are collected by a vacuum and therefore must be free from all other organic or inorganic material, including but not limited to twigs, sticks and, rocks, and any inorganic material. Failure to adhere to the pre-collection practices shall result in the commingled or improperly stored/prepared Yard-Waste materials not being collected on the Residential Customer's regular collection day, as well as subjecting the Residential Customer to potential fees, and fines and penalties, as described in Sec. 14-40 of this Article.

(ef) Yard and Lleaf Wwaste and grass-clipping-material shall be properly prepared for collection by the Residential Customer and in accordance with the Town's pre-collection procedure statement as established by the Town Manager and amended from time to time. A copy of this procedure statement is on file in the Town Clerk's office and is also available on the Town website-to-be provided to new water customers upon registering for garbage and recycling services. The procedure statement states that the Pproper pre-collection methods are as follows:

(1) During the period of November 1 through January 31, which is the fall and winter leaf collection season, Residential Customer desiring Yyard and Lleaf Wwaste collection by the Town or its agents shall rake only their leaves as described in subsection (e) of this Section into separate piles atbehind the existing curb line of the street or, where no such curb line

~~exists, the leaves shall be placed off the street pavement and between the roadside ditch and front property line~~ the Collection Point such that they can be collected by vacuum.

(2) During the period of January 2 through January 22, which is Christmas tree collection by the Town or its agents, Residential Customer shall place their Christmas tree ~~behind the existing curb line of the street or, where no such curb line exists, the Christmas tree shall be placed off the street pavement between the roadside ditch and the front property line~~ at the Collection Point. All tinsel, nails, screws, wires, ribbon and other non-vegetative material shall be removed from the Christmas tree by the Residential Customer prior to being set out for collection. Wreaths may be set out by residents for collection provided that the wreaths are free from wire, screws, metal frames, and all other non-vegetative material. Christmas trees and wreaths can also be taken to the Holly Springs Yard Waste Convenience Center during hours of operation at any time of year.

(3) During all ~~other~~ times of the year, any Residential Customer ~~person~~ desir shall place Yard and Leaf Waste ~~leaf waste material or grass clipping collection shall place that material in piles in their designated yYard wWaste cCart, and place it at~~ behind the existing curb line of the street or, where no such curb line exists, that material shall be placed off the street pavement and between the roadside ditch and the front property line the Collection Point. The Director of Public Works shall determine a collection schedule for Yard and Leaf leaf and yard wWaste, which shall be published on the Town's website. ~~Leaf waste material and grass clippings shall not be comingled with other types of waste and shall be free from sticks, twigs, rocks, or other material. This shall be done no earlier than 24 hours prior to their ordinary day of solid waste collection.~~ The Town encourages its Residential Customers to compost this material when possible.

~~(4) Branches or twigs occurring from routine yard maintenance and no more than four feet in length and no more than six inches may be collected at the curb with no additional charge. The town will not collect any debris cut by a landscaping or tree service contractor. Each of the following must apply:~~

- ~~a. Twigs and branches are tied in bundles weighing less than 50 pounds and set at the curb with the cut end facing the street in a neat fashion so that one man may efficiently load the bundles into a truck.~~
- ~~b. The total amount of the bundles do not exceed 2½ cubic yards (approximately the size of a pick-up truck).~~
- ~~c. The bundles are tied with a biodegradable twine or string, or are stacked neatly in piles. Do not bag leaves.~~
- ~~d. There is no inorganic material contained in the waste.~~

(g) The Town does not pick up or dispose of Land Clearing Debris.

(h) Residential Customers shall ensure that any private contractors doing work on their property are aware of this Ordinance and its requirements that contractors properly dispose of any waste off-site.

Sec. 14-35. Limitations on service.

- (a) ~~Curb~~side ~~y~~Yard and ~~L~~leaf ~~W~~waste collection service authorized by this Article shall be provided only to residential solid waste customers of the ~~T~~town. This service will not be provided to institutional, business, commercial, or industrial solid waste collection customers, except for the fall and winter leaf collection using leaf vacuum machines for leaves only. Furthermore, this service does not include the collection of ~~L~~land ~~C~~clearing ~~D~~debris.
- (b) Only ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~materials~~ prepared and handled in accordance with the provisions of this ~~A~~article shall be collected by the ~~T~~town or ~~its~~their agents.
- (c) ~~For y~~Yard and ~~L~~leaf ~~W~~waste ~~exceeding 2½ cubic yards or for yard waste~~ including but not limited to larger limbs, brush, or other organic material other than construction debris that ~~is not~~ ~~cannot~~ ~~be contained in a yard waste cart~~ ~~bundled~~ is known as Excessive Yard and Leaf Waste for which, a separate fee will be charged. The Residential Customer is required ~~to contact public works~~ to schedule through the Office of Customer Care, either online or by dialing 311 within the cCorporate limits, a special pick-up and pre-pay through the finance department. The ~~T~~town will make its best efforts to collect the debris within 24 hours of payment. The fee must be paid in advance of the scheduled pick up. A schedule of fees is available through the clerk's office, or the Town's website and will follow the following general guideline:
- (1) For Excessive Yard and Leaf Waste debris placed at the Collection Point ~~debris in volume greater than 2½ cubic yards (a pick-up truck size) or heavier than 50 lbs., but less than up to~~ four cubic yards, a Level 1 fee will be charged.
 - (2) For Excessive Yard and Leaf Waste ~~debris~~ in volume between four and eight cubic yards (one-half dump truck), a Level 2 fee will be charged.
 - (3) For Excessive Yard and Leaf Waste ~~debris~~ in volume greater than eight cubic yards, but less than 12 cubic yards, a Level 3 fee will be charged.
- (d) For ~~W~~white ~~G~~goods collection and other ~~B~~bulky ~~T~~trash, a separate fee will be charged. The Residential Customer is required to contact ~~the public works department~~ the Office of Customer Care, either online or by dialing 311 within cCorporate limits, and pre-pay as described in subsection (c) above. The following fee schedule will apply:
- (1) For Wwhite Ggoods and Bbulky Ttrash ~~debris~~ in volume greater than 2½ cubic yards (a pick-up truck size) or heavier than 50 lbs. but less than four cubic yards, a Level 1 fee will be charged.
 - (2) For Wwhite Ggoods and Bbulky Ttrash ~~debris~~ in volume between four and eight cubic yards (one-half dump truck), a Level 2 fee will be charged.
 - (3) For Wwhite Ggoods and Bbulky Ttrash ~~debris~~ in volume greater than eight cubic yards, but less than 12 cubic yards, a Level 3 fee will be charged.
- (e) The ~~T~~town shall collect all Yyard and Lleaf waste, Wwhite Ggoods, or other Bbulky Ttrash only at the Collection Point ~~curb~~side in the manner described above, and no ~~T~~town employee shall be responsible for collecting any item that has not been placed ~~at near the Collection Point~~ ~~curb~~ in the manner described above.
- (f) Any violations of the above provisions of this Section shall be subject to the fees, fines and penalties in the graduated manner as outlined in Sec. 14-40 of this Article.

Sec. 14-36. Prohibition against improper disposal and storage.

- (a) Notwithstanding any other ~~T~~town ~~O~~rdinance or state statute, no ~~Residential Customer~~ of the ~~T~~town shall cause any ~~Excessive Y~~yard and ~~Leaf W~~waste, ~~W~~white ~~G~~ood, or ~~other B~~ulky ~~T~~trash ~~item~~ to be placed at ~~the C~~ollection ~~P~~oint~~curb~~ prior to providing the Town written proof of an arrangement for pickup by a private contractor within 48 hours or prior to contacting the Office of Customer Care and pre-paying for pickup by the Town in accordance with the requirements of this Article. ~~for a period of time greater than 48 hours without arranging for a pickup by the town in the manner provided for in section 14-35, or with a private contractor.~~
- (b) Any ~~Residential Customer~~ that has placed such items at the ~~curb~~Collection Point without ~~meeting the requirements of this Article first having arranged for a special collection by the town or a private contractor shall be subject to receiving a warning door tag and potential fees and penalties fines described below., as described in Sec. 14-40. to collection by the town and shall be billed accordingly.~~
- (c) ~~Any violations of subsection (a) of this Section shall be subject to fines in the graduated manner the fees, fines and penalties outlined in Section 14-40 of this Article.~~

Sec. 14-37. Ownership of ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~material~~.

Upon ~~proper~~ placement of ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~material or carts~~ at ~~curbside~~the Collection Point for collection by the ~~T~~town or its agents in accordance with this ~~A~~article, such ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~materials~~ shall become the property of the ~~T~~town. It shall be a violation of this ~~A~~article for any person, other than authorized agents of the ~~T~~town acting in the course of their employment, to collect or pick up any ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~material~~ so placed ~~for Town pickup~~.

Sec. 14-38. Disposal of yard and leaf material.

- (a) All ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~material~~ shall be disposed of in accordance with all applicable local ~~O~~rdinances and state and federal rules and regulations.
- (b) No person shall burn ~~Y~~yard and ~~L~~leaf ~~W~~waste ~~material~~ on the street or sidewalks or on private property within the corporate limits.
- (c) Burning may be permitted for land clearing or right-of-way maintenance material, provided a state burning permit is obtained and burning is done in full compliance with all conditions stated in the permit.
- (d) ~~Residents may opt out of the Yard Waste C~~art ~~P~~rogram by notifying the Public Works Department in writing via an online form through December 15, 2023, and after that date by contacting the Office of Customer Care, either online or by dialing 311 within ~~c~~orporate limits. ~~Residents may also bring Y~~yard and ~~L~~leaf ~~W~~waste ~~to the Convenience Center for disposal, with proof of residency. All such waste must be separated from all other types of solid waste.~~

Sec. 14-40. Fees, Fines and Penalties

~~Violation of this Ordinance shall be a Class 3 misdemeanor pursuant to N.C.G.S. 14-4 and violations shall subject the offender to a fine in excess of \$50 as set forth herein. In addition to criminal~~

penalties, the Town may enforce a civil penalty, seek injunctive relief, and any other remedy allowed by law to ensure compliance with this Ordinance. The following penalties shall apply:

(1) If the Residential Customer fails to correct the improperly prepared, improperly placed, or contaminated material in the manner and time specified in this Ordinance, the Residential Customer shall be subject to the cost of the collection (Excessive Load Fee) by the Town, with an additional civil administrative fee as follows:

(a). First offense in a calendar year: \$50 fine, plus the Excessive Load Fee.

(b) Second offense in a calendar year: \$75 fine, plus the Excessive Load Fee.

(c) Third offense in a calendar year: \$100 fine, plus the Excessive Load Fee, and a civil penalties of up to \$25 per day (24-hour period) until the violation is corrected. Each day shall constitute a separate violation.

(2) Continued violations of this Ordinance without payment of the bulk waste collection fee or the civil administrative fee or both shall subject the Residential Customer to a criminal charge of a Class 3 Misdemeanor pursuant to NCGS 14-4 and a fine of \$100 in addition to the outstanding balance of civil administrative fees.

Adopted this, the 17th day of October 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





CONTRACT TO PURCHASE ASSET(S)

THIS AGREEMENT dated _____, between the **Town of Holly Springs, North Carolina**, for itself and its Successors & Assigns (hereinafter called the "Town") and **Duramax Holdings, LLC DBA Otto Environmental Systems** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Administrator for this Contract is:

Freddie Rodriguez (Name, Department)
Email: Freddie.rodriquez@hollyspringsnc.gov
Phone: (919) 567-4006

Please Select Below:

For purchases below \$90,000, informal bidding is required.

_____ The Contract Administrator certifies that informal bidding was used in this contract, has received three (3) written bids, and shall maintain written copies of the bids for four years.

For purchase \$90,000 and above, formal (public) bidding is required.

_____ The Contract Administrator certifies that public bidding has taken place. An advertisement was made and sealed bids were opened on _____, and at least three bids were received. The Vendor is the lowest bidder or was selected for the following reasons:

[ex: Responsiveness,

OR

X_____ the Contract Administrator certifies that an exception to public bidding applies. The exception is: **a purchase made through a Competitive Bidding Group purchasing program, the VA Sheriff's Association COOP, pursuant to N.C.G.S. 143, §129(e)(3).**

PAYMENT

The Town shall pay the Vendor the contract sum in the following manner:

X_____ A Lump Sum of **\$1,058,718.38** (inclusive of tax) payable upon delivery and/or completion of installation of assets as described in **Exhibit A**

OR

____ Description of Alternative Payment Terms:

TIME AND MANNER FOR PURCHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

All ownership terms shall be F.O.B. 128 S. Main Street, Holly Springs, NC 27540. The Town's Contract Administrator hereby directs the Vendor to deliver to:

CONTRACT FOR PROFESSIONAL SERVICES

GENERAL CONSIDERATIONS

1. Standards of Performance.

- 1.1** The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2** Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.
- 1.3** Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4** Vendor 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 Vendor's scope of services, times of performance, or compensation.
- 1.5** Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. Warranty.

- 2.1** Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply.

3. Term and Termination.

- 3.1** The term for this contract is from the date of the last signatory below until delivery is satisfactorily completed by Vendor.

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

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

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

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State in which the project is located.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 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.

5.1.1 For the Town:

Freddie Rodriguez, Solid Waste Mang.	(Name, Title)
Public Works	(Department)
101 Thomas Mill Road	(Address)
Holly Springs, NC 27540	
(919) 567-4006	(Phone)
Freddie.rodriquez@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

Shawn Newton,	(Name, Title)
Otto Environmental Systems, N.A., Inc.	(Company)
12700 General Drive	(Address)
Charlotte, NC 28273	
	(Phone)
Shawn.Newton@otto-usa.com	(e-mail)

6. Severability.

6.1 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 Vendor, 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.

7. Waiver.

7.1 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.

8. Attorney's Fees.

8.1 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.

9. Insurance & Indemnification Requirement.

9.1 If the Vendor is to provide installation services on Town property or for Town assets, then Vendor 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 Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Vendor 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. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B**.

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor 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 Vendor of the Vendor to access any area of the Facility. Vendor 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, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor 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. Vendor 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 Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

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

and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Vendor in the performance of this Contract shall be construed as making Vendor the agent, servant or employee of Town, or making Vendor 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 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor 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 this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

12.1 As a condition of this Contract, Vendor covenants that Vendor will take all necessary actions to insure that, in connection with any operations under this Contract, Vendor, 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. Vendor 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, Vendor 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. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other

commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor 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.

14. Assignment.

14.1 VENDOR 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, VENDOR shall remain liable for completion of the Contract work in the event of default by the successor Vendor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Vendor under this Contract. Town is granted the right to audit, at Town's election, all of Vendor's records and billings relating to the performance of this Contract. Vendor 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.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

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

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – Warranty

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

VENDOR:

BY: _____
Randy J. Harrington, Town Manager

Signature: _____

Name: _____

Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk

Title: _____

P.O. Number (if applicable) _____

Approved by: Ben Turnmire _____ (initials)

Approved as to form:

John Schifano, Town Attorney

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

Tina Stroupe, Director of Finance

EXHIBIT A

Duramax Holdings LLC
 DBA Otto Environmental Systems
 12700 General Drive
 Charlotte, NC 28273



Quote: 20734

Page: 1/4

Freddie Rodriguez
 Town of Holly Springs Public Works
 PO Box 8
 Holly Springs NC 27540

Dear Freddie,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to Town of Holly Springs Public Works. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 31, 2023 - December 31, 2023

Line	Product	Description	Quantity	Net Price	Net Value
10	9050000-FS0LC00000-ANYCOLOR0M01	95 Gal MOMENTUM ANY COLOR (SK)	15,000 Each	64.75 USD / 1 Each	971,250.00 USD
List Price 64.75 USD / 1 Each 971,250.00 USD Freight 15,900.00 USD 15,900.00 USD State (%) 4.75 % 46,889.63 USD County (%) 2.00 % 19,743.00 USD Special Purposes District (%) 0.50 % 4,935.75 USD Cart Style: 95 Gal Edge - Metal Bar/Bib/One Handle Cart Base Color: TBD- HOLLY SPRINGS YARD WASTE LOGO***COLORFUSE APPROVED & REQUIRED*** Lid Color: TBD- INSTRUCTIONS TBD***HS PLATES APPROVED*** Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD ASSEMBLY & DISTRIBUTION = \$6.75 Each					

Total Item Net Value	971,250.00 USD
Freight	15,900.00 USD
State (%) 4.75 %	46,889.63 USD
County (%) 2.00 %	19,743.00 USD
Special Purposes District (%) 0.50 %	4,935.75 USD
Total	1,058,718.38 USD

Payment Terms: Pay in advance

Incoterms: FOB Origin Freight Prepaid & Add (Dom), Origin

All Credit Card transactions are subject to a 2.5% processing fee.

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 20734

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Shawn Newton

Shawn.Newton@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability. Rev 5/1/2019

EXHIBIT B

_____ Insurance requirement waived

 X Certificate of Insurance attached

EXHIBIT C



12 YEAR CART WARRANTY

1. Otto's 12 Year Cart Warranty

For all new carts, Otto warrants that they will meet applicable specifications and be free from defects in material and workmanship while in normal use for a period of Twelve (12) years from the initial date of shipment from Otto's manufacturing facility.

2. Exclusions from Warranty Coverage

- 2.1 Normal wear and tear for serviceable containers
- 2.2 Negligent and Abusive Use: including improper storage, use and handling, vandalism, and damage from wildlife
- 2.3 Damage from incompatible, improperly installed, operated, or damaged lifting mechanisms
- 2.4 Improper use of container exceeding specifications
- 2.5 Unauthorized repair or alteration
- 2.6 Damage caused by natural calamities such as fire, storm, or high winds

The types of damage excluded from this warranty will be determined, each on its own merit, by your Otto representative.

3. Warranty Administration

- 3.1 The buyer representative shall notify your Otto representative in writing before the end of the warranty period for the allegedly defective container(s).
- 3.2 The Serial Number(s) of the alleged defective container(s) shall be submitted via email on the Otto Damage Submittal Form (F-9400) along with any supporting documentation.
- 3.3 The buyer agrees that your Otto representative shall have the right to inspect and test the allegedly defective container(s) at the customer's site or a predetermined location.
- 3.4 At the time a Damage Submittal Form is submitted, the containers become Otto's property. Otto requires the right to collect/reclaim and recycle the container(s). The buyer agrees to empty, disassemble, and stack containers for shipment set up by Otto.
- 3.5 Otto reserves the right to either repair, replace or grant credit for defective containers.

4. Exclusive Warranty Remedy

Upon determination of containers/parts as defective by Otto, said product shall, at Otto's sole option, be repaired, replaced, and shall be given credit for the amount of the original purchase price of the affected product. Any repaired or replaced containers/parts will assume the remainder of the Twelve (12) –year (or) applicable warranty from the original containers initial shipment date.

This warranty is in lieu of any other remedy warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. In no event shall Otto be liable for incidental or consequential damages (including freight charges) or delay in performance resulting from the defect. Products manufactured by a supplier or third-party manufacturer, specifically RFID components, distributed products and customers specified items, are not covered by this warranty, and may be warranted by the manufacturer's warranty as offered.

Credits not used within six (6) months of issue will expire.

12700 General Drive, P.O. Box 410251 Charlotte, NC 28241

Attn: warrantyclaim@otto-usa.com

Phone: 1(800)-227-5885

Rev. 2023