Holly Springs Town Council
7:00 PM **Tuesday, April 16, 2024**
Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of April 16, 2024 meeting agenda

REQUESTS AND COMMUNICATIONS

5. Legislative Action Committee - Introduction of Philip Isley

RECOGNITIONS

6. 2024 Holly Springs Citizens Academy Graduation
7. Volunteer Appreciation Week
8. Building Safety Month Proclamation
9. Police Week
10. Mental Health Awareness Month Proclamation

CONSENT AGENDA

11. March 5, 2024 Meeting Minutes and March 12, 2024 Workshop Meeting Minutes
12. Monthly Budget Amendments and Grants
13. Eagles Landing Park and Recreation Center Construction Drawing Design and Construction Administration Contracts
14. Fiscal Year 2023-24 Audit Services Contracts
15. Hunt Center Lobby Renovation Construction Contract and Security Enhancements
16. Emergency Communications Radio Console Contract
17. Grant for Partnership in the Sanford Water Filtration Facility (WFF) Expansion
18. Sanford Water Filtration Facility (WFF) Conveyance to Fuquay-Varina and Holly Springs Easement and Land Acquisition
19. Wake County Community Development Block Grant Cooperation Agreement Extension
20. Amendment to Yard Waste Ordinance - Appeals Process

PUBLIC HEARINGS

21. 11623 Holly Springs New Hill Rd. - Voluntary Annexation A23-06 - Legislative Public Hearing
22. Eagles Landing Park Rezoning 23-REZ-06 and Comprehensive Plan Amendment 23-CPA-04 - Legislative Public Hearing
23. Eagles Landing Park Development Plan 23-DP-11 - Quasi-Judicial Public Hearing

NEW BUSINESS

24. FY2024 - 2025 Strategic Plan Adoption
25. Fiscal Year 2023-2024 Nonprofit Grants

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: Legislative Action Committee - Introduction of Philip Isley
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Safe & Friendly
Engaged, Healthy, & Active Community
Staff Resource: Annie Drees, Dan Berry, Randy Harrington, Town Manager, John Schifano, Town Attorney

Action(s):
Information only

Explanation:

- The Legislative Action Committee (LAC) is comprised of two Council members to assist the governing body in its development of legislative priorities and advocacy on behalf of the governing body. The Town Manager and Town Attorney support the two Council members in the LAC's work.
- The Fiscal Year 2024-25 budget included funding to hire a professional contract lobbyist who could work on behalf of the Mayor & Council to further advocate for the Town's legislative interests and needs at all levels of the State General Assembly and Executive Branch. These primary interests include funding to improve the Town's transportation system, investment partnerships for the Town's water/sewer system, and the preservation of local authority.
- Following a Request for Proposals process, the LAC interviewed four state-level advocacy groups and selected Philip Isley to represent the Town of Holly Springs.

Background:

- Phillip Isley served as a former Council Member for the City of Raleigh from 2001-2009.
- After joining Blanchard, Miller, Lewis & Isley, PA, a substantial part of Isley's practice is lobbying and governmental relations.
- Isley currently serves as a member of the Centennial Authority, Band Together, the Triangle Educational Assistance Fund, and has served on the last three Local Organizing Committees with the NCAA regional basketball tournament.

Funding Source(s):
N/A

Attachment(s):
1. Legislative Agenda - 2024 - Adopted FINAL

2024 Local, State, and Federal Legislative Agenda

Wake County Public School System

- Support **"neighborhood schools"** siting and **accessibility/walkability** to schools
- Continued support for **School Resource Officer partnerships** and school safety

Wake County

- Explore partnership opportunities for **expansion of workforce housing** in Holly Springs
- Explore partnership opportunities to advance **regional greenway system connections**

State

- **Wastewater/Reuse Infrastructure Funding Partnerships**
  - Seek wastewater/reuse grants to **expand Utley Creek Water Reclamation Facility** to address recent, unprecedented economic success for the State and the region (along with associated high population growth) to ensure that Holly Springs remains a leading global industry and job attraction location for the State
  - Secure Dept. of Environmental Quality (DEQ) **support for wastewater capacity growth beyond 8 million gallons per day** (MGD)
- **Preserve Local Authority**
  - Ability to execute **long-range community planning and annexation** for the efficient delivery of municipal services and congruent growth of the town
  - **Tree preservation**
  - **Stormwater management and stream protection**
- **Support NCDOT investments (e.g., infrastructure, personnel, organizational, and policies) to increase response capacity to acute urban/suburban growth pressures**
  - Seek increased **staffing investments at NCDOT** to support recruitment and retention of staff and accelerate review times for urban projects undertaken by municipal partners
  - Increase NCDOT **investments to support State and local economic growth**
  - Seek relief for municipal tax-payers holding the burden to fund **roadway capacity and safety infrastructure investment needs associated with new public and private schools** in high growth areas of the state

Federal

- **Water/Wastewater/Reuse Infrastructure Funding Partnerships –** Seek Federal Congressional funding and agency grants to
  - Advance regional **Sanford Water Plant expansion**, **conveyance of Sanford water to Holly Springs** (and Fuquay-Varina)

    - **Expand Utley Creek Water Reclamation Facility**
- **U.S. Post Office Facility Investments –** Advocate for **facility investments** including but not limited to customer lobby area expansion and implementation of a self-service kiosk at existing Post Office or the acquisition of a second retail location on west side of town.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions
Title: 2024 Holly Springs Citizens Academy Graduation
Strategic Priority Area: Organizational Excellence
Safe & Friendly
Staff Resource: Cassie Hack, Director, Communications & Marketing

Action(s):
Perform graduation ceremony to recognize the 2024 Holly Springs Citizen Academy Participants

Explanation:

- The Holly Springs Citizen's Academy helps members of the community gain a deeper understanding of their local government and the Town's services.
- The six-week academy covers a wide variety of topics such as public safety, growth management, transportation, and yard waste collection.
- In-person, hands-on, interactive sessions provide participants an opportunity to gain firsthand knowledge of what it takes to serve the 50,000 residents and businesses that call Holly Springs home.
- Participants were able to ask questions and get to know town leaders and staff.
- The Graduates include:
    - Alissa Turnbull
    - Anne Egan
    - Anthony Hageman
    - Ariel Ochoa
    - Beatrice Seck
    - Craig Martin
    - Daniel Fenton
    - David Charters
    - Diane Whetsel
    - Hyon-Kyoung Kim
    - Jonatan Alejo
    - Johnathan Tucker
    - Karen Sorio McGowan
    - Kathleen Veal
    - Kathy Stamper
    - Kevin Jordan
    - Mary Portelance
    - Michael Lynch
    - Paul Baccellieri
    - Rachel Campbell
    - Sarah Larson
    - Vikas Gupta

- Whitney Freberg
- Zachry Penix

Background:

- The first Citizen's Academy session kicked off March 2, 2024.
- 2024 Holly Springs Citizens Academy Sessions:
  - Overview of Town Government
  - Shaping Holly Springs: Planning for residential and business growth
  - Safety: Behind the scenes with Holly Springs Police and Fire
  - Keeping the Town Running (Above & Below the Ground)
  - What's Next for Parks & Recreation
  - Money Matters & Tackling Traffic

Funding Source(s):

N/A

Attachment(s):

None

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Recognitions
Title: Volunteer Appreciation Week
Strategic Priority Area: Engaged, Healthy, & Active Community
Safe & Friendly
Staff Resource: Mayor Mayefskie

Action(s):
Proclaim April 21 - 27 as Volunteer Appreciation Week in Holly Springs.

Explanation:

- April 21 - 27 is National Volunteer Week and this year's theme is Celebrate Service.
- The Mayor wishes to recognize those who volunteer their time with the Town and with other organizations in Holly Springs.
- Volunteering is a great way for residents to share their time and talents helping others in our community, and all residents are encouraged to volunteer with an organization or community effort that contributes to Holly Springs being a great place to live and grow a business.

Background:

Funding Source(s):
N/A

Attachment(s):
1. Volunteer Appreciation Week

Town of Holly Springs

A Proclamation By The Mayor

Volunteer Appreciation Week

WHEREAS, National Volunteer Week is an opportunity to recognize and honor the countless individuals who selflessly invest in the lives of others; and

WHEREAS, the theme for National Volunteer Week 2024 is "Celebrate Service"; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others; and

WHEREAS, volunteers are an integral part of our heritage since the early days of our nation and it is essential that we continue this tradition of giving and sharing to preserve and improve the quality of life for all citizens in our community; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's problems; and the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, our volunteers are a great treasure; and during this week we recognize the many and varied talents that volunteers share with the Town in service to Town Hall and the Parks and Recreation Department; and

WHEREAS, each year a special week is designated in our nation for the dual purpose of recognizing those who give of themselves and of encouraging all citizens to become involved in volunteer work; and it is fitting at this time that we say "thank you" to all individuals, groups, and businesses who have given time, energy, and resources to their communities through volunteer service;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim April 21-27, 2024 as

Volunteer Appreciation Week

in the Town of Holly Springs and encourage the people of Holly Springs to observe this week by celebrating the important work that volunteers do every day throughout our community.

Proclaimed this, the 16th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of April, 2024.

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Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Recognitions
Title: Building Safety Month Proclamation
Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly
Organizational Excellence
Staff Resource: Chris Hills, Development Services

Action(s):
Proclaim May as Building Safety Month in Holly Springs

Explanation:

- The Town of Holly Springs participates annually in the International Code Council's (ICC) Building Safety Month, highlighting the many efforts of our community and Town Staff whose work is dedicated to ensuring the safety of Holly Springs residents, businesses, shoppers, employees and property owners.
- Building Safety Month is an opportunity to educate the citizenry of Holly Springs about how to keep personal property safe and the important role that Code Officials play on a daily basis in our community.
- Development Services team members will be present at the April 16th, 2024 Town Council Meeting to be recognized for their contributions to ensuring Building Safety in Holly Springs.

Background:

- The Town of Holly Springs is participating in the 43rd Annual Building Safety Month, a world-wide campaign presented by the International Code Council, its members and partners to promote building safety. This year's campaign, "Building Safety starts with You", raises awareness about the importance of building codes in ensuring safety in the spaces in which we live, work, and learn.
- Homes and buildings that are built in compliance with building safety codes and the officials who enforce the codes are essential to helping communities become affordable, resilient, and energy and water-efficient. Building Safety Month provides homeowners, government officials, and the public with the necessary information and resources to prepare and protect our built environment.
- This year's campaign themes are:
    - Week 1: Understanding the Mission
    - Week 2: Preparing a Building Safety Plan
    - Week 3: Learning From the Pros
    - Week 4: Engaging Your Community
    - Week 5: Celebrating Success in Building Safety

Funding Source(s):
N/A

Attachment(s):
1. Building Safety Month Proclamation

Town of Holly Springs

A Proclamation By The Mayor

Building Safety Month

WHEREAS, our Town is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Mission Possible", the theme for Building Safety Month 2024, encourages us all to raise awareness about the importance of Building Safety Professionals as well as building safety in your home, in your community, and around the globe, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim May, 2024 as

Building Safety Month

in the Town of Holly Springs. Accordingly, I encourage our citizens to join with their community in participation in Building Safety Month activities.

Proclaimed this, the 16th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of April, 2024

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Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Recognitions
Title: Police Week
Strategic Priority Area: Safe & Friendly
Staff Resource: Mayor Mayefskie

Action(s):
Proclaim May 14-18 Police Week in Holly Springs

Explanation:

- Mayor Mayefskie wishes to honor all members of the Holly Springs Police Department by Proclaiming Police Week in Holly Springs.
- President John F. Kennedy signed a proclamation in 1962 designating May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week.
- Since that year, National Police Week has been observed every May to honor the service and sacrifices of those law enforcement officers killed in the line of duty.

Background:

- There are more than 800,000 law enforcement officers serving in communities across the United States, including 76 sworn officers and 22 telecommunicators and professional support personnel serving in the Holly Springs Police Department;

Funding Source(s):
N/A

Attachment(s):
1. Police Week proclamation

Town of Holly Springs

A Proclamation By The Mayor

Police Week

WHEREAS, President John F. Kennedy signed a proclamation in 1962 which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week; and

WHEREAS, since that time National Police Week has been observed every May to honor the service and sacrifices of those law enforcement officers killed in the line of duty; and

WHEREAS, the brave men and women of law enforcement have answered the call to serve and protect our community; and

WHEREAS, the members of our police department play an essential role in safeguarding the rights and freedoms of all Holly Springs residents; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the 76 sworn officers and 22 telecommunicators and professional support personnel serving in the Holly Springs Police Department;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proudly proclaim the week of May 12-18, 2024 as

Police Week

in the Town of Holly Springs and publicly salute the service of law enforcement officers in our community.

Proclaimed this, the 16th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of April, 2024.

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Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Recognitions
Title: Mental Health Awareness Month Proclamation
Strategic Priority Area: Organizational Excellence
Staff Resource: Mayor Mayefskie

Action(s):
Proclaim May as Mental Health Awareness Month in Holly Springs

Explanation:

- Mental Health Awareness Month was started in 1949 to reduce the stigma associated with mental health issues, and to encourage those who need help to seek it.
- The theme for Mental Health Awareness Month in 2024 is *More Than Enough!* which is an opportunity to remember the inherent value in each individual.

Background:

- The National Alliance on Mental Illness (NAMI) estimates that 1 in 5 adults in the U.S. have experienced mental illness.
- NAMI estimates that 90% of people who die by suicide have experienced symptoms of a mental health condition.
- According to NAMI, 55% of counties in the United States do not have a single practicing psychiatrist.

Funding Source(s):
N/A

Attachment(s):
1. Mental Health Awareness Month

Town of Holly Springs

A Proclamation by the Mayor

Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and,

WHEREAS, all Americans experience times of difficulty and stress in their lives; and,

WHEREAS, the National Alliance on Mental Illness (NAMI) estimates that 1 in 5 adults in the U.S. have experienced mental illness; and,

WHEREAS, according to NAMI 55% of U.S. counties do not have a single practicing psychiatrist; and,

WHEREAS, this year's theme of More than Enough! emphasizes the inherent value in every human being; and,

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and,

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE I, Mayor Sean Mayefskie, do hereby proclaim May 2024 as

Mental Health Awareness Month

and I call upon the citizens of Holly Springs to recommit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their own mental health, and to assist those around them with mental health concerns, and the need for appropriate and accessible services for all people with mental illnesses.

Proclaimed this, the 16th day of April, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 16th day of April, 2024

Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: March 5, 2024 Meeting Minutes and March 12, 2024 Workshop Meeting Minutes
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the March 5, 2024 Town Council business meeting and March 12, 2024 workshop 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. 3.5.24 minutes - DRAFT
2. 3.12.24 workshop minutes - DRAFT

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, March 5, 2024. 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 Timothy Forrest, Danielle Hewetson, Annie Drees, and Chris Deshazor.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager;* Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager;* John Schifano, *Town Attorney;* Linda McKinney, *Town Clerk* (recording the minutes); Mathew Mutter, *IT;* Kameron Womack, *IT;* Kathy White, *Deputy Clerk;* Corey Petersohn, *Budget and Sustainability;* Cassie Hack, *Director, Communications and Marketing*; Kimberly Keys, *Utilities & Infrastructure;* Elizabeth Goodson, *Development Services;* Irena Krstanovic, *Director of Economic Development;* Tyler Garner*, Economic Development.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Sandy Byrne of Oasis Church.

4. Agenda Adjustment: The March 5, 2024, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

RECOGNITIONS

5. Oaths of Office for Planning Board & Board of Adjustment

Linda McKinney, Town Clerk, administered the Oath of Office to new and reappointed Planning Board members Joanna Holder, Sara Kempin, and Rick Madoni, and recognized Joseph Cuccurullo who was sworn in previously. She then administered the oath to Board of Adjustment members Kimberly Day and David Williams.

REQUESTS AND COMMUNICATIONS

6. Holly Springs Chamber of Commerce Update

Tonya Palumbo, Executive Director of the Holly Springs Chamber of Commerce, outlined the Chamber leadership to Council. She then gave an overview of the Chamber's goals for 2023 and how they had achieved those goals. She gave an overview of Chamber events from 2023. She thanked the 2023 Chamber Champions.

Ms. Palumbo gave membership statistics and said that they have 84 new members, which is an increase of 28%. She outlined the communications efforts made by the Chamber in 2023 and their website and social media successes. She listed the Governmental Programming connected

with the Town's Diamond Chamber Champion level membership and thanked the Town for its support. She gave an overview of events planned and the Chamber goals for 2024.

Council member Deshazor said the Supplier Diversity program was great, to help small businesses. He asked, since they raised $30,000 for the Food Cupboard last year, why their goal was $20,000 this year. Ms. Palumbo said she wanted to be sure they could attain their goal.

Council member Drees asked if, since Holly Springs has experienced so much growth, the Chamber had a staffing plan to accommodate the growth. Ms. Palumbo said they are actively having those conversations.

7. LaunchHOLLYSPRINGS Update

Bob Shimmel, LaunchHOLLYSPRINGS (LHS), said LHS was a unique program in Wake County dedicated to supporting the underserved, including underfunded, lacking basic business skills, and/or Minority/Women entrepreneurs, to build successful businesses that support our overall economy. He described the four-part program. He described the program's beginnings in 2018 and the progress that has been made since, including expanding their sponsorship. He said they established a community outreach position and are in the process of hiring a part-time administrative assistant to help manage the growing program.

Mr. Shimmel discussed the latest cohort, which will be graduated in May 2024, and gave the statistics from previous cohorts, including the fact that 90% are still in business. He then outlined LHS's strategic initiatives for 2024-25, and thanked Council for their continuing support.

CONSENT AGENDA

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

8. Minutes – Council approved the minutes of the 2024 Mayor and Council Retreat.

9. Contract for Fire Station 3 Alerting System – The Council approved a contract in the amount of $121,819.54 with U.S. Digital Designs and Honeymac Fire and Security, Inc. for the purchase and installation of an automated fire station alerting system and authorized the Town Manager to execute any contracts within the established project budget and scope.

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: two requests for pedestrian safety measures, one in the downtown area near Burt and Earp, and one on West Holly Springs Road.

The following public comments were received in person:
Elizabeth Stitt, 3113 Friendship Road, said she was going to keep showing up so that Council understands the unintended consequences to her area. She said that her children and their spouses are disheartened by the situation and that Council should want young adults to follow their footsteps, but they aren't setting a good example. She said that the unintended consequences are going to be permanent. She listed the people and companies she has spoken to. She said there are mistakes in the traffic plans.

OTHER BUSINESS

Council member Drees spoke about the first Citizens Academy and it was an enthusiastic engaged group. She hopes it is a recurring thing.

Council member Forrest said that the Citizens Academy was a superb job by staff. He asked for a report on how the yard waste cart program in its first week. Mr. Harrington said staff has

received feedback from the public. He said it will take a while for this new program to settle in, and staff welcomes feedback so that they can tweak the program and adjust it. He said staff, both 311 staff and public works, are talking to residents to explain how it works. Mr. Harrington also reminded the public that leaf collection during leaf season has not changed, and that there is a convenience center available for excess yard waste, as well as a spring cleanup coming in April.

Council member Deshazor said the yard waste program is new, but we will work it out. He thanked staff for the Citizens Academy, and he said that March is Women's History Month and he asked people to keep that in mind.

MPT Berry said he had received calls about yard waste also. He said he had spoken at Pack 66's Blue and Gold ceremony and thanked them for having him. He asked staff for an update on DOT's plan was for a grade-separated intersection at Main St. and Hwy. 55 as there have been multiple wrecks there in past days.

Mayor Mayefskie wished Council member Forrest happy birthday. He said he enjoyed the Citizens Academy, and said he got to read to 3rd graders at Read Across America and had a good time.

MANAGER'S REPORT

Randy Harrington, Town Manager, said that CM Drees, Deshazor, and Hewetson attended the Essentials of Municipal Government with him in Chapel Hill last week and they all learned a lot and had a good time.

He said there was an RRFB (rectangular rapid-flashing beacon) installed on Main Street, so pedestrians can more safely cross. He said that last year, Council asked for a preview of what land use cases would be coming up, so at this time Development Services would give an update on upcoming land use cases.

Elizabeth Goodson, Development Services, gave an overview of new applications and updates to ongoing applications for various land use cases that may come before Council in the future.

MPT Berry said a lot of these have been in the pipeline for over 12 months. There are some good reasons for some of them. But he asked if there was a staff position on why the delays. Ms. Goodson said there are some things, like the UDO change that delay some projects. But staff is working with these applicants to try to work through any issues, reaching out to them proactively to overcome obstacles.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(6) to conduct the annual review of the Town Clerk and the Town Attorney and to discuss potential litigation matters N.C.G.S. 143-318.11(a)(3).

Motion by: Berry
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.

Adjournment: MPT Berry made a motion to adjourn at 10:35 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, April 16, 2024.

Linda C. McKinney

Linda C. McKinney, Town Clerk
Addenda pages as referenced in these minutes follow and are a part of the official record.

Mayor and Council Workshop
6 p.m. March 12, 2024
Holly Springs Law Enforcement Center

MINUTES

The Holly Springs Town Council held a workshop meeting on Tuesday, March 12, 2024 at the Law Enforcement Center. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, and Council members Tim Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Corey Petersohn and MaryBeth Spohr, Budget, Innovation and Sustainability; Kameron Womack and Mathew Mutter, IT; John Schifano, Town Attorney; Cassie Hack, Director of Communications and Marketing; Tina Stroupe, Director of Finance; Aaron Levitt and Dirk Siebenbrodt, Utilities and Infrastructure; Chris Hills, Director, Development Services; Sean Ryan, Chelsea Davis, and Elizabeth Goodson, Development Services; LeRoy Smith, Fire Chief; Paul Liquorie, Police Chief; Patty Dressen, Director of Office of Customer Care; Irena Krstanovic, Director of Economic Development; Paige Scott, Public Works; LeeAnn Plumer, Director of Parks and Recreation; Ginny Jones, Interim Human Resources Director.

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

2. Mayor and Council Retreat Follow-up

a. Strategic Plan

Corey Petersohn, Director of Budget, Innovation, & Strategic Initiatives, said that this item was to review proposed strategic plan updates based on feedback received at the Mayor and Council Retreat. He said that, depending on the feedback received tonight, the plan would come back to Council in April for further review or for adoption. He outlined the two options Council had expressed preference for at the retreat, one with four areas and one with five, and the changes they had requested for each. He proposed three options for discussion: a rebalanced plan with four priorities (Option A), a rebranded plan with five priorities (Option B) and staying with the current plan.

Council discussed the options and consensus was that they liked distilling the strategic plan to four priority areas, but wanted to work on the wording of the “Community and Economic Vitality” priority to more clearly call out economic development and business goals. The title “Growth Management and Economic Development” or something similar was suggested. Staff agreed to work on the wording and bring it back to Council in April.

Mr. Petersohn outlined the proposed new goals and initiatives that would be the focus for the upcoming year, and some initiatives that were proposed for removal due to their open-ended nature.

Council discussed individual initiatives and asked for clarification on some.

Given the feedback received, Mr. Petersohn said that in April he would bring the revised wording back to Council at the workshop, and bring the plan back for adoption at the April business meeting.

b. Employer Branding to Support Recruitment & Retention

Daniel Weeks, Assistant Town Manager, said that "employer branding" encompasses efforts to enhance the Town's brand (reputation and competitive advantages) as a top employer of choice among job seekers, current employees, and key stakeholders in the community. He said that key takeaways from Council discussion at the retreat were that public sector recruitment remains a challenge across the county, particularly in public safety and some technical positions. The question was what besides pay could be done to address this. He said that the Senior Leadership Team began discussing this issue in November at their retreat and formed a Workplace Culture ad-hoc committee which met through November and December. In February ideas were taken to the Employee Engagement Committee for feedback. The ideas fall into three main groupings: Training & Growing leaders; workplace policies and benefits; and workplace community. Mr. Weeks outlined several recently implemented programs under each of these groupings but said that we want to do more. He outlined a dozen ideas that were under consideration at the management level, under each of the three buckets, and then said that there were other ideas that would need Council input.

Under the Leadership Training and Organizational Development bucket, possibilities include a 2% - 2.5% target for employee training and development in departmental operating budgets, and an increase in tracking of employee training across the organization, which would require Human Resource resources, both of which would be part of the annual budget approval.

Mr. Weeks said that there were several considerations under Workplace Policies and Benefits including adding a Health Insurance tier for "employee plus child" implementing public safety compensation study recommendations and conducting a 3-year update of the organizational classification and pay study for potential implementation in FY26; Personnel policy enhancements to modernize the longevity benefit to increase the amount and to start earlier; to modify the holiday benefit to equal shift workers' workday; expanding Eldercare Leave to include Caregiver Leave (with FMLA eligibility); to provide military training leave; a focused personnel policy update; and to update and clarify overtime language. Mr. Weeks then listed some concepts for further study that had been proposed in various discussions.

Mr. Weeks said that at the retreat, Council asked for information on employee turnover by department for the past two years, reasons given for turnover in Police and Fire, and the number of Police and Fire employees who had retired over the last two years. He offered those statistics by department and the average turnover rate as of February 2024. He said the most common reasons given in exit interviews for those leaving police and fire were work life balance, professional growth/training, pay/compensation, benefits, purposeful work, and work flexibility. Other cited reasons included career change, medical, resigning in lieu of termination, unhappy with supervisor/management, and family reasons. Mr. Weeks said that there was one retirement each in Police and Fire in FY22, three in police and none in fire in FY23, and none so far in FY24. However, staff projects the number of public safety retirements could increase over the next 2-3 years due to current employees meeting state retirement thresholds.

Mr. Weeks ranked eleven items for Council consideration in order of cost, linking each to the Council action required. He said that next steps would involve staff progressing new concepts that have Council consensus, which could include incorporation into future budget and or policy change recommendations.

Council discussed the potential impact of the suggestions and how much they would "move the needle." They discussed the longevity pay schedule, overtime pay, health insurance benefits and other pay ways other than pay to improve employee recruitment and retention.

c. Budget Check-in

Corey Petersohn, Administration, said this item was to provide a preliminary overview of the general fund budget and receive feedback and guidance from Council. He said that projected revenues were $57.5 million and gave a breakdown of their sources. He said that subtracting current base expenses from those projected revenues left an increase of about $4.2 million for new expenses. He then outlined top priority budget requests that are needed in the public safety sphere, which added up to a shortfall of around $881,000. Adding requests that were outside of public safety, including “keep the lights on” requests and typical yearly requests leads to an additional $1.85 million.

Randy Harrington, Town Manager, said this is a window into what it takes to balance a budget. We probably have about $10 million in additional requests, all very reasonable. And we probably have another $5 million in PAYGO requests for things that are needed. Obviously, we aren’t going to be able to do it all. But it is going to be a challenge to whittle it down to a budget that is balanced and acceptable.

Mr. Petersohn discussed the cost of health insurance and compared it to Wake County’s and the other municipalities in the county. Mr. Harrington said if we were to match Wake Forest on our health care, it would cost $100,000 and we could potentially get 16 additional employees to sign up for it. Five years ago, it was about $1000/month for employees to cover their families. Getting the cost down to $812 was a big win, and we have tried to keep it down.

Council discussed what it would take to try to match what Raleigh and Wake Forrest do on health insurance, how much that would cost, and how many employees might take advantage of that. Mr. Harrington said that now that we are in NCHIP we are building up reserves that would enable us to offer lower rates in the future.

d. Avent Ferry Road Pedestrian Improvements

Aaron Levitt, Utilities and Infrastructure, said Council asked for information on the Avent Ferry Road Realignment Pedestrian Improvements. Originally the plan was to realign Avent Ferry Road as part of an original bond project. However, construction cost escalations caused Council in the fall of 2023 to ask staff to investigate the possibility of retaining the grant for sidewalk and pedestrian upgrades only. Staff explored in-house design with LAPP funds, checked with CAMPO to confirm that the Town can retain the grant, and shifted revenue from the Avent Ferry Realignment to Holly Springs Widening project. The funding has been unused for long enough that it is in danger of being rescinded.

Mr. Levitt said that utilizing the LAPP approach would result in 1,821 linear feet of sidewalk, including connecting Avent Ferry Road to Main Street along Oak Avenue. He explained that it would have a lower cost to the Town for a longer sidewalk, and the connection, but would require more right-of-way acquisition (which increases risk) and, due to NCDOT involvement, would have a longer timeline to completion. He said that staff recommended using Town funds. It would have the connection from the medical offices and hospital and would allow the Town to deliver the project in a reasonable amount of time. It also allows flexibility to bid this project to coordinate with other projects or when costs were down. Using Town funds means fewer permits and reviews. The LAPP program would require 10 to 12 reviews from NCDOT which adds a lot of time to the project – more than months, years.

Council discussed the pros and cons of each approach. Consensus was to go with Town funding approach as that would get the project completed more quickly, expose the Town to less risk from right-of-way acquisition, and improve the walkability of downtown.

Mr. Harrington announced that today we learned from Kendra Parrish, Executive Director of Utilities and Infrastructure that we have NCDOT approval for the Main St. Right turn lane and the turn lane on the bypass. We were not expecting to get approval this quickly, so this is a big win for those projects.

3. Street Tree Program

Chris Hills, Director of Development Services, said the Tree Advisory Committee was formed as part of the initial Tree City USA application. They hold quarterly meetings, sponsor Arbor Day, Tree Pruning Workshop, a HollyFest booth, and Wild About Nature. They also manage the Street Tree Replacement program and prepare the annual Tree City USA application. Holly Springs has been a Tree City for 4 years now.

Mr. Hills said the street tree replacement program is a pilot program in its third year, to assist homeowners with the cost of street tree maintenance and replacement. In FY 2024 its budget was $30,000, (as part of the TAC budget of $40,000) with a maximum grant of $750 per property to assist with tree removal and replacement.

Mr. Hills said that street trees are a town asset as they enhance streetscapes, provide traffic calming benefits, treat stormwater, and increase property values. He said that according to studies a large mature tree in a yard in front of a home can increase the home's value by between 3% and 15%.

Mr. Hills said that the Wake County tree canopy study found some areas of opportunity in Holly Springs for a town-wide tree planting program. This could involve tree plantings on private property, not just street trees, with a goal of increasing the tree canopy and reforesting areas impacted by roadway projects. He said another area of opportunity would be a corridor beautification program with tree planting and intentional landscaping along key corridors to enhance the public realm and coordinate with infrastructure projects to mitigate their impacts. He outlined some challenges to expanding the program and asked for Council feedback.

Council agreed that this was a great program and that expanding it could save the town on maintenance of sidewalks, access for emergency vehicles, and other benefits.

4. Open Discussion

Council member Deshazor spoke about the yard waste carts and said he had noticed a lot of chatter in his neighborhood about it. Mr. Harrington asked Paige Scott, Director of Public Works, if she had any preliminary comments about the program. Ms. Scott said they have received a lot of public comments on this, and they are talking to people. It's a matter of change management. She said we are not charging any fines or fees yet but are trying to educate people on what to do. There is roughly 35% rate of usage right now. If a resident complains about their waste not getting picked up, we are going back to them and educating them about the program. She said staff is logging all the suggestions on how people want the program to operate and will make tweaks when and where appropriate. There are more options now for people to get rid of yard waste. Council member Drees said that she heard that part of her neighborhood didn't get picked up. Ms. Scott said let staff know if you know of an area that gets missed. It does happen but if you let us know we will go back out.

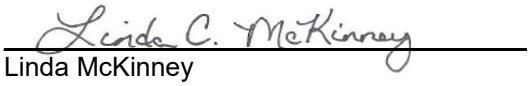
Council member Drees asked Mr. Harrington for an update in the Friday briefing on the process for deciding to put a crosswalk in place.

Council member Forrest asked about software for the legal team. John Schifano said he is working with IT on a solution that is almost complete, with software that is already purchased. He will send information out in the Friday briefing.

5. Closed Session: none

6. Adjournment: There being no further business for the evening, motion to adjourn was made by MPT Berry second by Council member Forrest and passed with a unanimous vote. The March 12, 2024 meeting of the Holly Springs Town Council was adjourned at 8:27 pm.

Respectfully Submitted on Tuesday, April 16, 2024



Linda McKinney
Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda
Title: Monthly Budget Amendments and Grants
Strategic Priority Area: Organizational Excellence
Staff Resource: Corey Petersohn, Finance

Action(s):
Receive Town Manager approved budget amendments:

- Amendment 1 - Public Safety Answer Point (PSAP) Transfer

Approve the following amendments and adopt associated project ordinances:

- Amendment 2 - Cost Allocation Study Implementation and PAYGO Transfers
  - PAYGO Capital Project Ordinance (24-09)
  - Authorize the Town Manager to sign and execute any contracts within the approved PAYGO project budget.
- Amendment 3 - Purchase of Stormwater Combination Truck
  - Authorize the Town Manager to sign and execute any contracts for the purchase of the combination truck within the approved stormwater fund appropriations.
- Amendment 4 - Parks and Recreation Projects and Reserve Transfers
  - Parks and Recreation Capital Reserve Ordinance (24-10)
  - Parks and Recreation Capital Project Ordinance (24-11)
- Amendment 5 - Transportation Project Adjustments
  - Street and Sidewalk Capital Project Ordinance (24-12)
  - Street Capital Reserve Ordinance (24-13)

Explanation:

- The budget ordinance for the Town authorizes the Town Manager to approve inter-department budget amendments within the same fund up to $50,000 with notification to Council by the following month.
- Each month, when applicable the Budget Office will provide a copy of these approved amendments.
  - **Amendment 1** - Public Safety Answering Point (PSAP) Transfer - this amendment identifies $1,250 from the general fund to be returned to the PSAP fund as a result of a review of expenditures by the state PSAP board as previously being ineligible for purchase with PSAP funds.
- Town Council approval is required for any amendments that increase the total appropriation or transfer of funds greater than $50,000 between departments:
  - **Amendment 2 -** Cost Allocation Study Implementation and PAYGO Transfers-

each year the Finance Department conducts a cost allocation study. This study identifies the appropriate amounts the Utility Fund and Stormwater Fund must contribute for services provided by the General Fund (e.g. Human Resources support). The updated FY24 cost allocation frees up an additional $327,427 in General Fund budget which staff are recommending to transfer to the PAYGO fund for one-time capital purchases. Staff are also recommending a transfer of $6,821 which has previously been tagged as "TBD" transfer to PAYGO. This amendment recommends and allocates this funding for the following uses:
        - $129,248 for the purchase of a Parks and Recreation vehicle, equipment, and replacement furniture at the Cultural Center
        - $105,000 for the purchase of Public Works heavy duty vehicle and related equipment
        - $100,000 to be reserved for Town Hall space optimization / renovations of the Finance and Economic Development areas
    - **Amendment 3** - Purchase of Stormwater Combination Truck - The previous fiscal year's approved budget included funding for a stormwater "jetter" truck to perform maintenance on the stormwater system. During the purchasing process, Staff determined operations would be better suited with a "combo" truck that has both a vacuum and jet functionality for cleaning and maintenance; the funding for the jetter lapsed at the end of the fiscal year and reverted to Stormwater Fund fund balance. This amendment re-appropriates funding now for the combo truck along with additional Stormwater fund balance for a total of $550,000. This maintains approximately $1.8M in Stormwater fund reserves and fund balance - well over the recommended standard of 200 days of operational funding.
    - **Amendment 4**- Parks and Recreation Reserve Transfers - this amendment and associated ordinances includes the following actions:
        - Reimburses the Parks and Recreation Project Fund with anticipated Parks Bond funding that was for the purchase of the land and initial contract services for the future Eagles Landing Park.
        - Additionally, amendment 4 transfers $24,000 in operating funds from the Information Technology Department to a project account that has been designed for access/security improvements at the Hunt Center.
    - **Amendment 5**- Transportation Project Adjustments - As a result of the Council decision to advance the Avent Ferry Road sidewalk project, this amendment executes the funding strategy previously endorsed by Council for the funding of transportation bond projects that also reserves a balance of $2.5M to partner with the NC Department of Transportation on the Old Holly Springs Apex Rd Bridge widening. See the summary attachment for a detailing of changes to the capital project and capital reserve funds.
        - This amendment includes adoption of a Street Reserves Capital Ordinance (24-13) to recognize already received revenues. These revenues are received fees-in-lieu and transfers from the general fund such as vehicle fees and dedicated fund balance for transportation projects.

Background:

- A summary of changes to all project/reserve ordinances has been included with the attachments.
- Capital Project/Reserve Fund Ordinances appropriate all funds for all projects within the scope of the respective fund.

- To amend a Capital fund requires re-appropriating all funds for existing projects and transfers in addition to any changes with a new capital project/reserve ordinance.
- Street and Sidewalk Capital Project Ordinance (24-12) and Street Reserves Capital Ordinance (24-13) execute the council approved strategy to fund the following transportation projects to the current estimates:

Project Name	**Total Funding**
Holly Springs Rd (East)	$34,940,000
Holly Springs Rd (Central)	$12,600,000
Main Street Right Turn Lane	$2,115,000
NC55 Right Turn Lane	$3,000,000
Avent Ferry Sidewalk	$613,000*
Old Holly Springs Rd/Apex Bridge Widening	$2,500,000 (Town Funded)

*Avent Ferry Sidewalk total funding is only for the remaining sidewalk project and does not include previous costs for the road realignment project.

Funding Source(s):

- Amendment 1 - General Fund Operating Budget
- Amendment 2 - Utility Fund and Stormwater Fund Operating Budget
- Amendment 3 - Stormwater Fund - Fund Balance
- Amendment 4 - Community Investment Plan - Parks and Recreation Reserves / Anticipated Bond Issuance / Transfers from General Fund
- Amendment 5 - Community Investment Plan - Transportation Bond / Transfers from Street Reserves and General Fund

Attachment(s):

1. Summary of April 2024 Ordinance Appropriations
2. Amendment 1 - Public Safety Answer Point (PSAP) Transfer
3. Amendment 2 - Cost Allocation Study Implementation and PAYGO Transfers
4. Amendment 2 - PAYGO Project Ordinance (24-09)
5. Amendment 3 - Purchase of Stormwater Combo Truck
6. Amendment 4 - Parks and Recreation Projects and Reserve Transfers
7. Amendment 4 - Parks and Recreation Capital Reserve (24-10)
8. Amendment 4 - Parks and Recreation Project Ordinance (24-11)
9. Amendment 5 - Street and Sidewalk Project Ordinance (24-12)
10. Amendment 5 - Street Reserves Ordinance (24-13)

Summary of Ordinance Changes for April 16, 2024, Town Council

Amendment 2 - PAYGO Ordinance

Current PAYGO Project Ordinance Appropriation	**$**	**7,906,750**
Public Works Vehicle and Equipment	$	105,000
Town Hall Improvements	$	100,000
Parks and Recreation vehicle, equipment, and furniture	$	129,248
PAYGO Project Ordinance (24-09)	**$**	**8,240,998**

Amendment 4 - Parks and Recreation Capital Project Ordinance

Current Parks and Recreation Project Ordinance Appropriation	**$**	**35,746,720**
Hunt Center Lobby Renovation	$	24,000
Eagles Landing (Park Reserves)	$	(4,000,000)
Eagles Landing (Bond Funding)	$	4,000,000
Parks and Recreation Project Ordinance (24-11)	**$**	**35,770,720**

Amendment 4 - Parks and Recreation Reserve Ordinance

Current Parks and Recreation Reserve Ordinance Appropriation	**$**	**16,131,396**
Recognizing received fees-in-lieu revenues	$	400,561
Parks and Recreation Project Ordinance (24-10)	**$**	**16,531,957**

Amendment 5 - Street and Sidewalk Project Ordinance

Current Street and Sidewalk Project Ordinance Appropriation	**$**	**74,731,375**
Removal of LAPP Grant for Avery Ferry Rd Project	$	(1,000,000)
Removal of Anticipated Financing for Old HS/Apex Rd Bridge	$	(2,500,000)
Transfer in from Street Reserves for Old /HS Apex Rd Bridge	$	2,500,000
Appropriation of bond premium revenue for Bond Projects	$	28,281
Appropriation of interest earned for Bond Projects	$	180,630
Street and Sidewalk Project Ordinance (24-12)	**$**	**73,940,286**

Amendment 5 - Street Reserve Ordinance

Current Street Reserves Ordinance Appropriation	**$**	**5,868,046**
Recognizing Received Revenues (Gen Fund Transfer, vehicle fees)	$	3,215,814
Recognizing Received Revenues (Fees-in-Lieu)	$	490,000
Street Reserves Capital Ordinance (24-13)	**$**	**9,573,860**

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 and Finance **Date:** 3/15/2024

Reason for Budget Amendment:

The state PSAP Board (Public Safety Answering Points) in a review of PSAP expenditures for the previous fiscal year has informed the Town of a correction requiring the general fund to return $1,250 to the town's PSAP fund. This is a finance technical correction and a net neutral transfer of total Town funds.

Expense

Account #	*Account Description*	*Increase*	*Decrease*
10-95.26	General Fund - Transfer to PSAP	$ 1,250	
10-418-19-12.05	General Fund - Police - Contract Services		$ 781
10-420-12.05	General Fund - Fire - Contract Services		$ 469
	Total Expense:	**$ 1,250**	**$ 1,250**

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:** 4/16/2024

Reason for Budget Amendment:

Updates the FY24 budget for the implementation of the cost allocation study. This study identifies the appropriate amounts the Utility Fund and Stormwater Fund must contribute for services provided by the general fund. The additional funds are being transferred for one-time PAYGO use.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-411.01.10	Communications Allocated Personnel Costs		$ 4,016
10-412-11-01.10	Town Manager Allocated Personnel Costs		$ 38,476
10-412-12-01.10	Human Resources Allocated Personnel Costs		$ 13,378
10-412-13-01.10	Attorney Allocated Personnel Costs		$ 4,313
10-412-14-01.10	Clerk Allocated Personnel Costs		$ 7,810
10-413-01.10	Finance Allocated Personnel Costs		$ 25,623
10-414-01.10	IT Allocated Personnel Costs		$ 15,384
10-422-21-01.10	Public Works - Fleet Allocated Personnel Costs	$ 2,592	
10-422-30-01.10	Public Works - Facilities Personnel Costs		$ 2,198
10-410-82.99	Central Services Misc Allocated Costs	$ 3,530	
10-411-82.99	Communications Misc Allocated Costs		$ 19,395
10-412-11-82.99	Town Manager Misc Allocated Costs		$ 23,322
10-412-12-82.99	Human Resources Misc Allocated Costs		$ 4,497
10-412-13-82.99	Attorney Misc Allocated Costs		$ 4,282
10-412-14-82.99	Clerk Misc Allocated Costs		$ 12,240
10-413-82.99	Finance Misc Allocated Costs		$ 27,007
10-414-82.99	IT Misc Allocated Costs		$ 43,886
10-422-21-82.99	Public Works - Fleet Misc Allocated Costs		$ 86,998
10-422-30-82.99	Public Works - Facilities Misc Allocated Costs		$ 724
10-95.11	General Fund - Transfers out to PAYGO	$ 327,427	
30-410-01.10	Utility Fund Central Services Personnel Costs	$ 115,456	
30-410-82.99	Central Services Misc Allocated Costs	$ 198,176	
31-410-01.10	Stormwater Central Services Personnel Costs		$ 6,850
31-410-82.99	Stormwater Central Services Misc Allocated Costs	$ 19,197	
31-450-065-41.08	Stormwater Utilities & Infrastructure - Operating		$ 12,347
		$ 666,378	**$ 352,746**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
30-307.01	Reclaimed Water Sales	$ 313,632	

	Total Revenue:	**$ 313,632**	**$ -**

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. 24-09
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

PAYGO 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 general government "pay-as-you-go" (PAYGO) capital projects related to downtown development, public facilities, Town projects, sidewalk and streets, Americans with Disabilities Act (ADA) improvements, vehicle replacements, park and playground amenities, public works projects, and one-time general government capital projects, infrastructure, and equipment.

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: PAYGO Fees shall be deposited directly into the fund effective April 16, 2024

PAYGO Fund	
Expenditures:	
Town Projects	2,826,163
Transfers Out (Excess Fund Balance Policy)	2,000,000
Sidewalks and Street Projects	980,000
Public Facility Projects	979,893
Park and Recreation Projects	583,248
Vehicle & Equipment	381,000
ADA Projects	255,000
Public Works Projects	125,000
Downtown Development Projects	110,694
Total	**8,240,998**

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

PAYGO Fund	
Revenues:	
General Government Revenues	8,050,410
Federal Grants	190,588
Total	**8,240,998**

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 April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Town of Holly Springs
FY2023-24 Budget Amendment Request

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

Department: Utilities & Infrastructure **Date:** 4/16/2024

Reason for Budget Amendment:

This amendment is for the purchase of Stormwater Combo Truck. Staff determined operations would be best suited with a "combo" truck that has both a vacuum and jet functionality for cleaning and maintenance. Staff are still pursuing quotes and $550K is an estimated including upfit.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
31-450-070-90.02	Stormwater Fund - U&I - Capital Vehicle	$ 550,000	
	Total Expense:	**$ 550,000**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
31-355.11	Stormwater Fund - Fund Balance	$ 550,000	
	Total Revenue:	**$ 550,000**	**$ -**

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.

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: Parks and Recreation **Date:** 4/16/2024

Reason for Budget Amendment:

This amendment appropriates a $4M transfer regarding a legal settlement. This amendment also transfers $24K to a project account for Hunt Center access control upgrades.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-410-82.15	General Fund - Central Services Litigations	$ 4,000,000	
10-414-62.06	General Fund - Information Technology - Supplies		$ 24,000
10-95.49	General Fund - Transfer to Park Projects	$ 24,000	
	Total Expense:	**$ 4,024,000**	**$ 24,000**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
10-355.21	General Fund - Parks and Rec Reserves Transfer In	$ 4,000,000	
	Total Revenue:	**$ 4,000,000**	**$ -**

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. 24-10
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

Parks and Recreation Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA

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

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

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

SECTION III: Parks and Recreation Development Fees shall be deposited directly into this fund effective April 16, 2024.

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

Parks and Recreation Capital Reserve Fund	
Expenditures:	
Transfers Out	16,531,957
Total	**16,531,957**

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

Parks and Recreation Capital Reserve Fund	
Revenues:	
Parks and Recreation Revenues	16,531,957
Total	**16,531,957**

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

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

The provisions of this ordinance shall become effective April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Ordinance No. 24-11
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

Parks and Recreation Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

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

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

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

SECTION III: Parks and Recreation Fees shall be deposited directly in the fund and the following amounts are appropriated for the project funds effective April 16, 2024:

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Project Fund	35,770,720
Total	35,770,720

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

Park and Recreation Capital Project Fund	
Revenues:	
Transfer In	12,696,512
State Grants	3,734,340
Federal Grants	1,133,000
Bond Proceeds	18,177,668
Miscellaneous Revenues	29,200
Total	35,770,720

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

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

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

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

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

The provisions of this ordinance shall become effective April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Ordinance No. 24-12
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

Street and Sidewalk Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA

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

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

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

SECTION III: The following amounts are appropriated for the project funds effective April 16, 2024

Street and Sidewalk Project Fund	
Expenditures:	
Street and Sidewalk Projects	73,940,286
Total	**73,940,286**

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

Street and Sidewalk Project Fund	
Revenues:	
General Obligation Bond Proceeds	43,238,587
Intergovernmental / State Grants	18,562,598
Transfers In	11,181,087
Developer Contributions	777,384
Other General Revenue Sources	180,630
Total	**73,940,286**

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 April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Ordinance No. 24-13
Date Submitted: April 16, 2022
Date Adopted: April 16, 2022

Street Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA

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

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

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

SECTION III: General fund revenues as identified will be transferred into this fund effective April 16, 2024.

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

Street Capital Reserve Fund	
Expenditures:	
Transfers Out	9,573,860
Total	**9,573,860**

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

Street Capital Reserve Fund	
Revenues:	
Transfers In	9,573,860
Total	**9,573,860**

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

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

The provisions of this ordinance shall become effective April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Eagles Landing Park and Recreation Center Construction Drawing Design and Construction Administration Contracts

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

Staff Resource: Carrie Kennedy, Utilities and Infrastructure, Kimberly Keyes, Utilities and Infrastructure

Action(s):

- Authorize the Town Manager to sign and execute professional services contracts for construction drawings (CD) design and related construction administration (CA) support for the Eagles Landing Park and Recreation Center project with CLH Design, PA for site/civil engineering services for $1,918,941.90 and with Davis Kane Architects, PA for architectural services in the amount of $3,650,500.

Explanation:

Details about the project and contracts scope are provided below:

- CLH Design, PA and their architecture teaming partner Davis Kane Architects, PA were selected through a Qualifications Based Selection (QBS) process that followed North Carolina legislative requirements and the TOHS Purchasing Policy to complete the park conceptual master plan and develop the initial design documents upon approval of the master plan.
- The schematic designs were completed in 2023, the design development documents were completed in March 2024. As part of the initial design contract, the CLH and Davis Kane team also completed the park Re-Zoning Package and Development Petition, both of which are included under Public Hearings in tonight's meeting.
- The park plans include numerous outdoor active recreation amenities that fall under the site/civil scope of work, such as two basketball courts, two sand volleyball courts, six pickleball courts, and two multipurpose turf fields. The park will also feature an interactive playground and splash pad, an all-wheels skate park, and various passive elements such as shelters. The site will feature a dedicated pedestrian trail, a promenade, public art, and a greenway encircling the entire area, adding to its overall appeal and providing opportunities for leisurely strolls and recreational activities. Site-related work for the recreation center and other buildings are also in the CLH scope of work.
- Additional site/civil requirements include onsite utilities and a new off-site gravity sewer outfall and water main that will connect to existing off-site mains, ensuring efficient and reliable utility services. Several stormwater control measures will be implemented to

effectively manage rainfall and runoff. To enhance accessibility, a convenient two-way vehicular traffic access loop will be established, navigating through the park campus. Roadway and pedestrian improvements along the frontage of the property will also be required and include widening, a side path, and a potential traffic signal at the northern driveway as determined by the the Town's UDO and NCDOT requirements.

- The architecture scope of work includes the recreation center, a stand-alone restroom building with splash pad pump room and storage, two to three picnic shelters, and upgrades to the existing maintenance barn/building. The most significant component of the park architecture scope is the approximately +/-100,000 sq. ft. multi-generational indoor recreation center that will feature a four-court gymnasium with spectator seating, fitness center, group exercise rooms, walking/adventure track, indoor play structure, meeting rooms with warming/catering kitchen, an e-sports lounge, café, offices, and associated support spaces.
- The CD design and CA phase of the project will include completing the design packages, permitting, assistance with bidding, sub-consulting services, record drawings, construction administration/observation, and project close-out support.
- The Town will have separate professional services contracts with CLH for the site/civil support and with Davis Kane for architecture related services. Both firms will work closely together and with Blum, the project Construction Manager at Risk firm selected for the project through a QBS process, for the remainder of the project.

Background:

- In December 2019, the Town purchased property totaling 55.9 acres at 5508 Cass Holt Rd. The parcel was annexed into the town limits on September 1, 2020.
- A Request for Qualifications for Master Plan Design of a Park for the site was issued in January 2021 with the Town Council approving the selection of CLH Design, PA, on May 4, 2021 for plan development and phase one design/construction document services. Davis Kane Architects, PA was CLH's teaming partner for that effort.
- The park master plan was approved by Town Council at the March 2022 business meeting.
- After a thorough community engagement process, the park master plan and initial design process defined a variety of indoor and outdoor recreation amenities.
- The park was officially named Eagles Landing Park in February 2024.
- The Design Development documents, Re-zoning package, and Development Petition were completed in March 2024.
- Eagles Landing opening is anticipated in 2027.

Funding Source(s):

Community Investment Plan (Parks & Recreation Bond) and Wake County Entertainment & Hospitality Grant

Attachment(s):

1. CLH Eagles Landing Park - CD & CA Fee Proposal and Ts&Cs
2. 2024.04.12 Davis Kane Eagles Landing CD & CA Fee Proposal and Ts&Cs

CLH design, p.a.

400 Regency Forest Drive, Suite 120
Cary, North Carolina 27518
P: 919.319.6716
www.clhdesignpa.com

Fee Proposal

Date: April 10, 2024

To: Carrie Kennedy, PE Engineer III/Project Manager - Town of Holly Springs

From: Zak Pierce, ASLA, PLA LEED AP – CLH design, p.a.

Re: **PROPOSAL FOR PROFESSIONAL DESIGN SERVICES- CD-CA**
TOWN OF HOLLY SPRINGS – EAGLES LANDING PARK,
HOLLY SPRINGS, NC

Dear Carrie:

We have enjoyed collaborating with the Town on the master plan, schematic design, design development and are excited to continue with Construction Documents through Construction Administration for Eagles Landing Park! We are pleased to provide you with this proposal for the design, permitting and construction administration. Also included in the proposal are consultants to provide geotechnical engineering, cost estimating, site electrical engineering, traffic signal design, irrigation, All Wheel Skate Park design, and reforestation design assistance.

We understand that our scope of work includes the following:

1. <u>On-site</u>
    a. Demolish existing house and removal/abandonment of existing utilities
    b. Convert existing shed into a park maintenance facility.
    c. Asphalt loop drive
    d. Asphalt parking
    e. Reforestation and meadow plantings
    f. Native/locally adaptive landscaping
    g. Stormwater control measures
    h. Perimeter 10' wide asphalt trail
    i. 20' wide concrete promenade from Cass Holt Road to the Rec Center
    j. Large Plaza in front of the Rec Center
    k. Two large synthetic multipurpose fields with lights.
    l. Two asphalt basketball courts with lights
    m. Six asphalt pickleball courts with lights
    n. Two sand volleyball courts with lights
    o. Splashpad (approximately 7,000 sf)
    p. Playground (approximately 20,000 sf)
        i. Area will include shade and seating.
    q. Skatepark with lights (Approximately 20,000 sf)
    r. Parking and loop drive lights by Duke Energy
    s. Pedestrian pathway lights

t. Coordinate with Duke Energy on street lighting and overhead power relocation/ burial along Cass Holt Road
u. Electric Vehicle Charging Station design and Electric Vehicle parking
v. Coordinate gas line routing by Dominion Energy
w. Coordination of Owner Provided Dock on existing pond
x. Coordination with Town IT for site routing/installation of Town Fiber
y. Park monument sign and park wayfinding signage
    i. The Town will have a standard detail for the design team to utilize.
z. Public Art
    i. Coordinate with Town contracted Artist

2. Off-site
    a. Cass Holt Road Widening
        i. Half of a four lane divided road
        ii. 10' wide sidepath along Cass Holt Road frontage
    b. Sanitary sewer
        i. The design, permitting and construction administration for off-site sanitary sewer included in this proposal.
    c. Water
        i. Extend 12" watermain along Cass Holt Road frontage
    d. Roadway and Street lighting by Duke Energy
    e. Traffic Signal Design

Based on our understanding of the project as stated above, we propose the scope of services and fees outlined below.

Scope of Services

1. Construction Document (CD) Phase Services

A. Develop construction plans and specifications for the proposed improvements based on the improvements approved by the Town during the DD phase.

B. CD Phase deliverables will consist generally of the following:

- Cover sheet
- Overall plan of site
- Staking plans
- Pavement marking plans
- Existing conditions and demolition plan
- Grading and drainage plan
- Storm pipe profiles
- Stormwater management plan
- Sediment and erosion control plan
- Planting plan
- Utility plan
- On-site water and sewer plan and profiles
- Road plan and profiles (On-Site and Off-Site)
- Off-site water and/or sewer extension plan and profiles
- Division 31-33 Technical Specifications
- Site/Civil Related Details

- Attend a meeting with Owner to review the CD (90%) documents and probable costs of construction.
- Revise the CD documents based on comments from Town staff
- Creation of impact maps to be given to the Environmental Engineer for permitting of stream and wetland impacts, if needed.
- Participate in bi-weekly design/construction team meetings and biweekly site/civil meetings

2. Design Permitting

A. Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:

1. Construction Document review by the Town of Holly Springs
2. Utility Extension/ Service Taps by the Town of Holly Springs
3. Erosion Control Permit by NCDEQ Land Quality Section
4. Buffer/stream buffer impact by NCDEQ or USACE (401/404 permit)
5. Driveway Permits by NCDOT
6. 2 Party Encroachment for Road Widening by NCDOT
7. 2 Party Encroachment for Utility Extension by NCDOT

B. After final staff review, create 100% level drawings with regulatory agency signatures.
C. Revise the final Bid Documents based on comments received

Note: The Owner shall be responsible for obtaining all off-site permanent and temporary easements or rights-of-way necessary for the project. CLH will indicate the location of necessary easements and rights-of-way on the drawings and generate exhibits for reference. Any additional legal documents or other assistance with negotiating and obtaining easements or rights-of-way from adjacent property owners is excluded from this scope.

3. Bidding Phase

A. CLH will provide technical specifications and plan sheets.
B. Meet with design team and the geotechnical engineer to generate recommended earthwork-related allowance quantities and unit price definitions (such as rock, unsuitable soil, etc.) to the architect/CMAR for inclusion in the project's bidding documents.
C. Provide an AutoCAD drawing file of the site plans to the architect for transmission to potential bidders if desired.
D. Attend the pre-construction conference.
E. Respond to questions from bidders.
F. Issue a Conformed set of Bid drawings.

4. Construction Observation and Administration

A. Note: This assumes a 27-month Construction Duration
B. Attend a Pre-Construction Conference. Attendees to include CLH design, Town of Holly Springs, and all applicable consultants and contractors.
C. Attend Construction Meetings every other week, during active site construction.
D. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
E. Review change proposals and RFI's as required.
F. Provide written monthly field reports to Owner and Contractor.
G. Review Contractor's Applications for Payment.
H. Review field testing results (as necessary.)
I. Obtain necessary documents from contractor(s) and submit a Final Report and Record Drawings (including Auto Cad files) based on Contractor mark-ups and including all revisions made during bidding and construction.
J. Conduct one thorough on-site inspection at substantial completion and provide the owner and contractor one punch list of outstanding items.
K. Coordinate and attend one final walk-through to ensure punch list items have been addressed and the site can obtain final acceptance. (Any re-inspection visits required after the final walk-through will be charged to the contractor as per the general conditions of the bid documents.)
L. Perform an 11-month warranty inspection and provide a punch list if necessary.

5. Off-site Improvements: Cass Holt Road Widening

A. Develop construction plans and specifications for the widening of Cass Holt Road. Improvements include widening the road to half the ultimate road section, a 10-foot wide sidepath, right of way dedication coordination, street light coordination with Duke Energy, traffic signal coordination and a public watermain extension across the park road frontage.
B. Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:
    1. NCDOT- Driveway Permit
    2. NCDOT – 2 party Encroachment (Road Widening)
    3. NCDOT – 2 party Encroachment (Utility Extension)
    4. Construction Plan review by the Town of Holly Springs
C. Perform bidding phase services consistent with task #3
D. Perform construction administration services consistent with task #4.

6. Off-site Improvements: Sewer Route

A. Develop construction plans and specifications for the off-site gravity public sanitary sewer main.
B. It is assumed the Town will be responsible for property/easement negotiations and acquisition.
C. Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:
    1. Construction Plan review by the Town of Holly Springs
    2. Stream and Wetland Buffer Impact review by NCDEQ
D. Perform bidding phase services consistent with task #3
E. Perform construction administration services consistent with task #4.

7. Early Site Package – As Needed

A. Early Site Package to be coordinated with Town of Holly Springs and CMAR
   1. Development of Construction Document (CD) phase plans for Town of Holly Springs review and permitting for applicable reviewing authorities – consistent with tasks #s 1-2
   2. Development of Bidding Phase Documents consistent with task #3
   3. Perform construction administration services consistent with task #4

8. Geotechnical Engineering Services and Environmental Services (Performed by S&ME)

A. <u>On-site:</u>
   1. Perform soil borings to evaluate existing soil types per locations developed by the design team and prepare a geotechnical engineering report includes design recommendations
      i. Soil borings for existing pond.
      ii. Assume 4 Seasonal High Water Table (SHWT) borings.

B. Coordinate impact maps for stream, wetland and buffer impacts
C. Submit, process, and track permit applications

9. Estimates of Probable Cost (Performed by Palacio Collaborative)

A. Perform (1) one Opinion of Probable Cost at 60% Construction Documents and CMAR coordination and reconciliation
B. Perform (1) one Opinion of Probable Cost at 100% Construction Document and CMAR coordination and reconciliation

10. Site Irrigation (performed by Clark Irrigation Design and Consulting/Hines Inc.)

A. Irrigation System Design
B. Construction Administration

11. Landscape Plan Assistance (Performed by Leaf & Limb)

A. Provide species selection and provide written technical specifications.

12. Electrical Engineering (Performed by Dewberry)

A. Site Electrical Engineering
B. Bidding/CONA/Closeout

13. All Wheels Park Design (Performed by Team Pain)

A. Provide Construction Document Support

14. Traffic Signal Design (performed by Exult Engineering)

A. Traffic Signal Design/Communication/Electrical Plans
B. Traffic Signal Construction Administration
C. Coordination and Submittals Associated with Traffic Signal

15. Reimbursable Allowances: *The following expenses are considered reimbursable.*

A. Printing Costs for Permitting

Size	Rate Per Page
8.5 x 11	$0.10
11 x 17 B&W	$0.25
24 x 36 B&W	$0.50
30 x 42 B&W	$0.75
24 x 36 Color on Foam	$300
30 x 42 Color on Foam	$450

B. Permit Fees
    1. Assumes the Town of Holly Springs will not charge review fees since this is a Town Project
    2. NCDOT Driveway Permit: Estimated $100 ($50 per driveway)
    3. NCDEQ Erosion Control: Estimated $7,000 (depends on final disturbed acreage)
C. Construction Document Phase Revisions and Variances
    1. Minor revisions to Construction Documents
    2. Town of Holly Springs UDO Variances/ Exemptions

Professional Services in addition to those listed above may be provide at a negotiated lump sum additional fee.

Fees

On-site: (Site) Basic Lump Sum Services & Fees		
Service	**Ref. Scope No.**	**Fee**
Construction Document Phase and Permitting	**1-2**	$727,282.50
Bidding	**3**	$29,685.00
Construction Administration	**4**	$677,282.50
	On-Site Sub-Total	**$1,434,250.00**
Off-site: Cass Holt Road Widening - Basic Lump Sum Services & Fees		
Service	**Ref. Scope No.**	**Fee**
Construction Document Phase and Permitting	**5A-B**	$66,307.20
Bidding	**5C**	$5,525.60
Construction Administration	**5D**	$66,307.20
	Off-Site Cass Holt Road Sub-Total	**$138,140.00**
Off-site: Sanitary Sewer Route- Basic Lump Sum Services & Fees		
Service	**Ref. Scope No.**	**Fee**
Construction Document Phase and Permitting	**6A-6C**	$65,054.40
Bidding	**6D**	$5,421.20
Construction Administration	**6E**	$65,054.40
	Off-site: Sanitary Sewer Route Sub-Total	**$135,530.00**
Early Site Package	**7**	$50,000.00
	CLH Sub-Total	**$1,757,920.00**

Sub-Consultant and Reimbursable Fees		
Service	**Ref. Scope No.**	**Fee**
Geotechnical/ Environmental Exploration Services (by S&ME)		
Soil Borings, Permitting	8	$45,210.00
Cost Estimating (by Palacio Collaborative)		
(2) Construction Document Phase Cost Estimates	9	$19,140.00
Clark Irrigation Design & Consulting, Inc./Hines Inc. - Irrigation		
Irrigation System Design System and Construction Administration	**10**	$8,800.00
Leaf & Limb- High Density Forest		
Species Selection and Specification Writing	**11**	$660.00
Dewberry-Site Electrical Engineering		
Site Electrical Engineering, Bidding, CONA and Closeout	**12**	$28,411.90
Team Pain- All Wheels Skate Park		
Construction Document Assistance	**13**	$21,800.00
Exult Engineering- Off Site Traffic Signal		
Traffic Signal Communication Plans, Construction Administration, Submittals for Traffic Signal	**14**	$22,000.00
Reimbursables		
Printing Costs and Permit Fees	**15**	$15,000.00
Consultant and Reimbursables Sub-Total		**161,021.90**

Contract Total	**$1,918,941.90**

CLH Design: Standard Hourly Rates	
Principal Engineer / Landscape Architect	$200.00
Project Engineer / Landscape Architect	$170.00
Project Manager	$170.00
Project Designer	$150.00

Existing Site Information:

It is the understanding that a report of subsurface conditions (soil report) and a topographic survey will be provided by consultants contracted with CLH. The soil report will include site grading, compaction, and pavement design recommendations. The survey will be provided in AutoCAD format for use as a base map for design.

Excluded Services

The following services, in addition to others indicated above, are excluded from the proposed Scope of Services:

- Construction Materials and Compaction Testing
- LEED Design and Documentation
- Environmental Assessments or Impact Statements
- Flood Studies
- Gas / Fuel Facility Design
- Public Hearings other than those listed within the scope of services
- Underground Stormwater BMP Design
- Rainwater Reuse Design
- Retaining Wall/Structural Design
- Property Acquisition and Easement Negotiations
- Traffic Control Plans & Traffic Studies
- Sanitary Sewer Pump Station Design

All other services not specifically included or reasonably inferred from this proposal.

Project Schedule (Site/Civil Package)

Task	Duration	Start	Finish
Site/Civil Package	**219 Days**	**Mon 4/1/24**	**Fri 2/3/25**
Construction Drawing Prep	46 days	Mon 4/1/24	Mon 6/3/24
1st CD Submittal to ToHS Review	30 days	Tue 6/4/24	Mon 7/15/24
NCDEQ/NCDOT Submittals	90 days	Tue 7/2/24	Mon 11/4/24
Progress Set for Owner Review	20 days	Tue 7/30/24	Mon 8/26/24
100% CDs Prep	26 days	Tue 8/13/24	Tue 9/17/24
Site GMP Assembly	30 days	Tue 8/20/24	Mon 9/30/24
100% CD Docs Available	0 days	Tue 9/17/2024	Tue 9/17/2024
CD Drawing Approval from ToHS Review	15 days	Tue 9/18/2024	Tue 10/8/24
Site GMP Approval	15 days	Tue 10/1/24	Mon 10/21/24
Out to Bid	25 days	Tue 10/8/24	Mon 11/11/24
Bid Opening	1 day	Tue 11/12/24	Tue 11/12/24
NTP for Construction	1 day	Wed 11/13/24	Wed 11/13/24
Subcontracts/Award	7 days	Wed 11/13/24	Wed 11/21/24
Procurement / Submittals for Utilities	50 days	Fri 11/22/24	Mon 2/3/25
Mobilize on site to start disturbance activities	0 days	Mon 2/3/25	Mon 2/3/25

Payment

CLH design, p.a. will submit invoices monthly and a final invoice upon completion of Services. Past due amounts will be subject to service charges of 1% per month, beginning on the past due date.

In the event of any cancellation or delay of the project, CLH design, p.a. will be entitled to invoice for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of the cancellation or delay.

Acceptance

If you find the scope and fee set forth in this proposal acceptable, please sign one copy and return it to us. This will then serve as a basis of our understanding and shall be included as part of the contract. Additionally, please review the attached Standard Terms and Conditions which is incorporated herein and shall apply to this proposal once accepted.

Letter of Agreement Accepted for: Town of Holly Springs

Signed: _____

Name: _____

Date: _____

Best regards,
for CLH design, p.a.

Zak Pierce, ASLA, PLA, LEED AP
CEO

CLH design, p.a.
STANDARD TERMS AND CONDITIONS

These "**Standard Terms and Conditions**" apply to the Fee Proposal issued by CLH design, p.a. ("**CLH**") that has been accepted by the client identified therein ("**Client**"), as well as any subsequent proposals issued by CLH and accepted by Client in the same calendar year (all such accepted proposals, a "**Proposal**" or the "**Proposals**"). These Standard Terms and Conditions and the Proposals together form a binding agreement by and between CLH and Client (the "**Agreement**") that governs the relationship pursuant to which CLH will provide to Client the Services (as such terms are defined below). By accepting a Fee Proposal to which these Standard Terms and Conditions apply, Client confirms the Proposal and agrees to each of the terms and conditions set forth in these Standard Terms and Conditions. These Standard Terms and Conditions, along with any Proposals, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Standard Terms and Conditions and the Proposal, these Terms and Conditions shall govern.

(1) CLH FEE PROPOSALS.

(a) The Scope of Services provided within the Fee Proposal is considered to be preliminary and are meant to convey the Services needed at a minimum to complete the Project, as defined therein, as conveyed by the Client. As noted on the Fee Proposal, additional Serviced may be provided at an additional fee. Such supplemental Service shall be requested in writing by the Client.

(b) Any dates noted on Proposals represent CLH's best estimate of probable dates based on conditions known at the time the applicable Proposal is prepared. Such dates are not guaranteed. In no event will CLH be liable for any delays to provide the Services howsoever caused.

(c) CLH shall proceed with a phase or design package only after receiving the Client's written approval of Services, which shall be communicated in a timely manner. Any revisions or change of the Services as provided in the Proposal shall be in writing and approved by both parties and become a part of the Agreement.

(2) CLH SERVICES.

(a) CLH will provide professional design services (the "**Services**") according to the Fee Proposal or, at CLH's option, other Services sufficient to meet Client's requirements for the proposed project.

(b) CLH's Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of the Project.

(c) CLH shall coordinate the Services of its employees and shall cooperate with the Client's representatives in the best interest of the Project.

(d) CLH represents that it and its employees have and shall maintain throughout the performance of the Services the requisite license, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

(e) CLH shall be entitled to rely on the accuracy and completeness of the information and work product provided by the Client. CLH shall not be responsible for designs, specifications, or calculations based on erroneous, inaccurate or incomplete information provided by the Client.

(3) INFORMATION AND RESPONSIBILITIES REQUIRED OF CUSTOMER. As a condition precedent to CLH providing the Services, Client shall, without cost to CLH, throughout CLH's performance of the Services:

(a) Provide CLH with all information, drawings, plans, surveys, and specifications in its possession which CLH may deem necessary or appropriate in connection with the performance of the Services.

(b) Pay for all necessary approvals, permits, testing agency fees, easements, assessments, and changes required for the Project.

(d) Maintain a safe working environment for all CLH personnel working on the Project and provide CLH with rights to enter the project as may be needed to perform the Services.

(e) Client shall designate a representative with the authority to act on the Client's behalf with regard to the Project.

(f) Client shall purchase and maintain comprehensive liability insurance in an amount deemed appropriate by Client from time to time (but in no event less than a commercially reasonable amount).

(4) OWNERSHIP OF DOCUMENTS.

(a) CLH shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, construction documents, and devices in any medium, including electronic data or filed, which are developed, created, or derived pursuant to this Agreement (collectively, the "**Design Materials**").

(b) Subject to payment in accordance with the Proposal, CLH shall grant to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to completion of the Project shall terminate this license and all Design Materials shall be returned to CLH within ten (10) days of the notice of termination.

(c) The Client, to the fullest extent permitted by law, shall indemnify and hold harmless CLH for costs, including legal fees and defense costs, liability or loss, which results from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for purposes other than the Project.

(5) CLH COMPENSATION.

(a) Compensation for the Services under this Agreement shall be paid in accordance and in the amount provided in the Proposal plus any reimbursable expenses as provided therein. Supplemental Services, if provided, approved, and requested in writing by the Client, shall be compensated on an hourly basis as provided in the Proposal or as agreed upon in writing by the parties.

(b) Client agrees to reimburse CLH for all expense, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid invoices.

(6) CONFIDENTIAL INFORMATION. Each of Client and CLH (in such capacity, the "**Receiving Party**") shall not, without the prior written consent of the other party (in such capacity, the "**Disclosing Party**"), at any time disclose to any third party or use for any purpose other than the performance of the Agreement, any information made available or provided by the Disclosing Party or on its behalf to, or which is otherwise accessible or viewable by, the Receiving Party, which is designated in writing and marked as "confidential" or with like marking, or which reasonably should be known by the Receiving Party to be confidential or proprietary to the Disclosing Party under the circumstances of disclosure or in light of the information disclosed ("**Confidential Information**"). Confidential Information does not include information which: (a) at the time of disclosure or thereafter becomes publicly known through no act or fault of the Receiving Party; (b) was otherwise in the Receiving Party's lawful possession prior to disclosure, as shown by the Receiving Party's written records; (c) is received by the Receiving Party from a third party without a restriction on disclosure or use or any violation of applicable law; (d) is released from confidential status by the Disclosing Party; or (e) has been independently developed by a person or entity not a party to the Agreement and such development can be proved by clear and convincing documentary evidence. For the purpose of avoiding doubt, CLH's Confidential Information includes: (i) any trade secrets or non-public business, financial, or technical confidential information of or relating to CLH; (ii) any information, data, methods, ideas, drawings, notes, records, or other work product arising out of CLH's performance of the Services; and (iii) CLH's quoted prices and the other terms and conditions set forth in the Agreement.

(7) TERMINATION.

(a) Either party may terminate the Agreement by providing the non-terminating party with seven (7) days' written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the notice period.

(b) In the event the Agreement is terminated or canceled by Client, CLH will be entitled to payment in proportion to the Services completed as of the date of cancellation.

(c) CLH shall be entitled to suspend the Services if Client is in breach of the Agreement or if any payment hereunder is owed and outstanding more than thirty (30) days after the date on which payment is due, without penalty or liability to CLH.

(8) INDEMNITY.

(a) Client and CLH each agree to indemnify and hold harmless the other, and their respective officers, employees, consultants, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damage, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

(b) Additionally, each party agrees to indemnify and hold harmless the other, from, all claims, liabilities, damages, costs, and expenses, including attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property incurred as a result of third party claims or actions related to the negligence or intentional misconduct of the indemnifying party, its employees, consultants, and representatives.

(9) LIMITATION OF LIABILITY.

(a) In no event shall CLH be liable to Client or to any third party for any loss or use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not CLH has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) In no event shall CLH's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to CLH pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim.

(10) FORCE MAJEURE. CLH shall not be liable for any damages suffered by Client resulting from delay in the performance of Services, if such delay is directly or indirectly caused by: (a) the act or neglect of Client or its employees, agents, or independent contractors; (b) changes ordered in the Services to be performed by CLH for Client; or (c) labor disputes, fire, casualty, unusual delays in deliveries, civil unrest, acts of God, governmental interference or embargoes, including quarantines and related restrictions, shortage of labor, fuel, power, materials, or supplies, or any other causes beyond CLH's control. In the event of any such delay, CLH shall not be deemed to be in default in its obligations to Client, and the time for performance by CLH shall be reasonably extended.

(11) NOTICES. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicted on the first page of the Fee Proposal.

(12) GOVERNING LAW. The Agreement is governed by and construed in accordance with North Carolina law without regard to its conflict of law principles. Any disputes, actions, claims, or causes of action arising out of or in connection with the Agreement entered into hereunder shall be subject to the exclusive jurisdiction of, and venue in, the federal and state courts located in Wake County, North Carolina, and each party irrevocably consents thereto.

(13) ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between CLH and Client with respect to the subject matter thereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties. The Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

(14) ASSIGNMENT. Neither the Agreement nor any rights, duties, or obligations hereunder may be assigned, delegated, or otherwise transferred in any way by Client without CLH's prior written consent.

(15) RELATIONSHIP. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(16) SEVERABILITY. If any provision contained in the Agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of the Agreement, but the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

(17) WAIVER. No waiver by CLH of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by CLH. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(18) MODIFICATION. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon the Vendor's acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding $2,500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable. _____

Date: _____ Printed Name & Title: _____

Approved as to form:

_____

John Schifano, Town Attorney

Town Contact/Contract Manager: _____

PURCHASE ORDER NO_____ (If Applicable)

Approved by Brettany DeVolld_____ (initials)

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

_____

Tina Stroupe Director of Finance

PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____

Randy Harrington, Town Manager

ATTEST:

By: _____

Linda C. McKinney, Town Clerk

(Town Seal)

Town Standard Signature page Rev 7/23

DAVIS KANE
ARCHITECTS, PA

April 12, 2024

Carrie Kennedy, PE
Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

Project Name: Eagle's Landing Recreation Center

Re: Fee Proposal Revised 3

Dear Carrie,

Davis Kane Architects appreciates the opportunity to submit this fee proposal for the Eagles Landing Park Recreation Center project in Holly Springs, NC. Needless to say, we are very excited to keep the project momentum going.

A. **Project Description**

The Eagle's Landing Recreation Center is part of a larger park development for the Town of Holly Springs. We have been asked to provide the architectural design services and to incorporate the services of other sub-consulting disciplines as listed below. With the Town of Holly Springs (TOHS) and CLH Design, we recently completed a Schematic Design (SD)/Design Development (DD) process in which we developed the documents, based on the original programming document, to a Design Development level. These documents were delivered to the Town and Blum Construction, project CMAR (Construction Manager at Risk), for review and pricing on March 8, 2024.

In addition to the Recreation Center we have designed the park structures such as the Maintenance Building Addition. Toilet Room buildings and Picnic Shelters to the DD level.

B. **Project Criteria**

This proposal is based on certain criteria. If any of the statements or presumptions are incorrect, please let me now.

1. CLH will be the prime designer for all landscape and civil design under a separate agreement with the Town. They will manage any subconsultants as they relate to site/civil design.
2. DKA will manage all other the subconsultants. DKA will act as the project managing entity for the design team.
3. The building design will not change substantially from the design submitted in the DD package.
4. The project is completely within town limits and will be permitted by town authorities.
5. The recreation center building will be built as a single-phase construction project. However, one or some of the other structures may be released independently for permitting to accommodate early bid packages.
6. The final construction budget has not yet been determined.
7. We will design the base scope of work to 95% of the estimated construction cost and utilize alternates to achieve full utilization of the budget.

C. Scope of Services

The following are considered Base Scope of Services.

1. Preparation and completion of the Construction Documents with the exception of site/civil documents. Construction documents include all drawings, product specifications, General and Supplementary General Conditions, Division 1 specifications and any bidding documents requested by the Town.
2. Architectural services include all interior and exterior finishes design and specifications including signage and graphics. Also included is coordination with all Owner contracted vendor items such as fitness equipment, furnishings, food service equipment, etc. Fixed equipment is included in the DKA design scope and includes bleachers, lockers, basketball goals, volleyball equipment, pickleball equipment, wall padding, storage shelving, etc. Casework, window treatments, wall mounted markerboards, tackboards, etc. are included in the design.
3. Plumbing/Mechanical and Electrical design including all HVAC, solar, telecom and special systems infrastructure. Telecom and special systems include IP based closed-circuit TV (CCTV) network, telecom with MDF and LEC, fiber and copper distribution and data drops, fire alarm throughout.
4. Coordination with Duke Energy Savers Program representatives for related evaluation and recommendations.
5. Structural design including Special Inspection services.
6. Preparation and submission of a progress set of CD's at approximately 50% of CD completion.
7. Meetings and other communication with TOHS, CLH and Blum as required to perform the work.
8. Participation in the building permitting process as required as required by the permitting agencies to address any comments.
9. Preparation of a set of Conformed construction documents (includes Construction Documents with Addenda and all permitting comments incorporated) for use to start construction.
10. Assistance with bidding (review of and responses to related RFIs and RFIs)
11. Construction administration services including attendance at OAC meetings, customary C/A documentation, review and approval of applications for payments, schedules, RFIs, PCOs and change orders, field visits including attendance at regular OAC meetings and punch list walkthroughs.
12. Document management. We will act as the primary manager of project documentation including assemblage of drawings and project specifications, recording keeping during construction (in conjunction with Blum), project document logs, etc.
13. Closeout activities including closeout document review and approval.
14. Determine furnishings and equipment layout.
15. Sub-consulting services including plumbing/mechanical engineering, electrical engineering, fire-protection engineering, acoustic analysis and treatment design.
16. CMT services as they relate to the building construction only.
17. Special inspections as required by building code.
18. Cost estimation services at the CD level of documents.
19. Design of fixed indoor recreational equipment such as basketball goals, volleyball nets and standards, bleachers, etc.
20. Assistance in determining security layout and monitoring equipment. This includes coordination with Town IT department and Police Department for equipment and location requirements. Equipment selection and purchase by Town.
21. Coordination of interior play equipment and fitness equipment with Owner selected vendors.
22. Interior and exterior building signage. This will include the basic room numbering, egress and life-safety and informational signage. We will also design graphics for surfaces and some limited dimensional displays.

23. Closeout services include building walkthroughs and punchlist procedures, back checking for final compliance, review and assemblage of record Documents, warranty walkthrough and reports.
24. Preparation of specifications for building commissioning. Administering oversight and review of commissioning process.

D. Deliverables

All conventional documents required to design, bid, permit and construct the project for the disciplines under our scope.

1. CD progress drawings showing plan and elevation development.
2. Three static color renderings after final plan and elevations are finalized.
3. A rendered "fly-through" of the building interior and exterior.
4. Cost estimate
5. Construction Documents for permitting review.
6. A conformed set of construction documents prepared after the permitting and addenda periods are completed. This is the complete set by which to commence construction and represents the base set to be used during construction and for all negotiations with subcontractors during construction.
7. All routine construction administration documents such as field reports, photographs, meeting minutes, etc.
8. Special inspections reports.
9. Record drawings and specification sections derived from the as-built documents recorded by the contractors.

E. Exclusions

Any of these items can be added to the scope via amendment if needed.

1. Furniture design/selection. (coordination with Owner's vendor is included)
2. Interior play equipment/furnishings design or selection. (coordination with Owner's vendor is included)
3. Fitness center equipment design/selection. (coordination with Owner's vendor is included)
4. A/V design. (infrastructure is included)
5. Fishing pier design
6. Mass notification system design.
7. Certifications of interior play equipment or play features.
8. All site related design and services.
9. LEED or other high-performance building design services.
10. Life cycle cost analysis.
11. Building energy modeling.
12. Arc-flash study.
13. Building commissioning. (Specifications for commissioning are included in our Base Scope of Services)

F. Project Budget

Currently the building construction budget appears to be approximately $60,000,000 with escalation, and contingencies but we haven't been given firm direction that this is the building construction budget.

G. Schedule

This draft is based on the construction budget being established in a timely fashion. If the budget remains uncertain or fluctuates the time frame may be extended. This schedule is a high-level schedule that will undergo further refinement in collaboration with the CMAR. The 100% CD submission date is based on the implementation of the newest version of the building code which goes into effect January 2025.

Activity	Duration (Days)	Start	Finish
Designer Agreement	33	4-1-2024	5-15-24
Prepare 50% CD's	55	5-16-2024	7-31-24
Town review/receive comments	10	8-1-2024	8-14-2024
Incorporate Comments	10	8-15-2024	8-28-2024
100% CD cost estimate			9-1-2024
Prepare 100% Construction documents	57	9-1-2024	11-1-2024
Town permitting review/comments – review 1	20	11-4-2024	11-29-2024
Incorporate comments	10	12-2-2024	12-13-2024
Town permitting review of resubmission	10	12-16-2023	1-14-2025
Incorporate comments/obtain Town approval	10	1-15-2025	1-21-2025
Estimated NTP			1-29-2024
Construction period and closeout		2-20-2025	6-3-2027

H. Proposed Design Fee

I propose to perform the above stated services for a lump sum fee of $3,650,500 (three million six hundred fifty thousand five hundred dollars). The fee is broken down as follows.

Services	Percentage	Fee
50% CDs	30%	$1,095,150
100% CDs	30%	$1,095,150
Permitting/Bidding	3%	$109,515
Construction Administration	35%	$1,277,675
Closeout	2%	$73,010
Total		$3,650,500

Services		Fee
Architectural Design		$2,646,359
P,M,E,F/P (Dewberry)		$687,911
Structural (Lynch Mykins)		$122,700
Acoustic (Thorburn)		$37,180
CMT services		$26,000
Palacio		$27,850

Special Inspections		(est) $82,500
Additional Insurance		$20,000
Total		$3,650,500

I. Proposed Consultants

DISCIPLINE	NAME	CONTACT
P,M,E,F/P	Dewberry	22610 Wycliff Rd, Suite 410, Raleigh, NC, 27607
Structural Engineering/Special Inspections	Lynch Mykins	301 North West Street Suite 105 Raleigh, NC, 27603
Acoustic and A/V	Thorburn & Associates	2500 Gateway Center Blvd. Suite 800 Morrisville, NC, 27560
CMT services	Soils & Materials Engineers	3201 Spring Forest Road Raleigh, NC 27616
Cost Estimating	Palacio	128 Millport Circle Suite 200 Greenville S.C 29607
Special Inspections	Lynch Mykins/S&ME	

We are very excited about this project. Let me know if you have questions or concerns.

Sincerely,

Robert Stevenson
President
Davis Kane Architects

Cc: File
Attachments: none

END OF PROPOSAL

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 12 day of April in the year 2024
(In words, indicate day, month and year.)
April twelve two thousand twenty four
BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Town of Holly Springs 128 S. Main Street
PO Box 8
Holly Springs, NC
27540

and the Architect:
(Name, legal status, address, and other information)

Davis Kane Architects, PA503 Oberlin Road
Suite 300
Raleigh, NC
27605

for the following Project:
(Name, location, and detailed description)

Eagles Landing Recreation Center
Cass Holt Road, Holly Springs, NC
Multipurpose recreation center

The Construction Manager (if known):
(Name, legal status, address, and other information)

FL Blum Construction 420 Westchase Blvd.
Suite 160
Raleigh, NC
27607

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

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11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's program document dated 10-18-2023

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 110,000 SF multi-use recreation center being developed in conjunction with Eagles Landing Park. Additional features include two picnic shelters, a toilet building with picnic shelter and renovations to the existing maintenance building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$60,000,000 approximate (buildings, escalation, contingencies, FFE) site, fees and other costs not included

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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As depicted in the Davis Kane fee proposal dated 3-25-24

.2 Construction commencement date:

As depicted in the Davis Kane fee proposal dated 3-25-24

.3 Substantial Completion date or dates:

As depicted in the Davis Kane fee proposal dated 3-25-24

.4 Other milestone dates:

As depicted in the Davis Kane fee proposal date 3-25-24

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

The recreation center building will be bid as a single phase. Early bid packages may be created for the picnic shelters and/or maintenance building.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The only stated objective is to meet the Energy Code. However, a roof-mounted photovoltaic panel system will be incorporated into the design.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Carrie Kennedy, PE
Town of Holly Springs Utilities and Infrastructure
PO Box 8
128 S. Main Street
Holly Springs, NC
27540

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User Notes:

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Owner's discretion.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

FL Blum Construction

.2 Land Surveyor:

.3 Geotechnical Engineer:

.4 Civil Engineer:

CLH Design
400 Regency Forest Drive
Suite 120
Cary, NC
27518

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Robert Stevenson, principal
Devanshi Kesaria, project architect

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

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User Notes:

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Lynch Mykins
301 N. West Street
Suite 105
Raleigh, NC
27603

.2 Mechanical Engineer:

Dewberry
2610 Wycliff Road
Suite 410
Raleigh, NC
27607

.3 Electrical Engineer:

Dewberry
2610 Wycliff Road
Suite 410
Raleigh, NC
27607

§ 1.1.12.2 Consultants retained under Supplemental Services:

Thorburn Associate, Acoustic Design;
Palacio, Cost Estimating;
Soil & Materials Engineering, CMT and Special Inspections
Lynch Mykins, Special Inspections

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than five hundred thousand dollars ($ 500,000) each accident, five hundred thousand dollars ($ 500,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five million dollars ($ 5,000,000) per claim and five million dollars ($ 5,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In

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the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 N/A - Completed in earlier phase

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 N/A - Completed in earlier phase

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the

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Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

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.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming	not provided
§ 4.1.1.3 Multiple Preliminary Designs	not provided
§ 4.1.1.4 Measured drawings	not provided
§ 4.1.1.5 Existing facilities surveys	not provided
§ 4.1.1.6 Site evaluation and planning	Owner
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	not provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Owner
§ 4.1.1.13 Cost estimating	Architect
§ 4.1.1.14 On-site project representation	Architect

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§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	not provided
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Owner
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Owner
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	Owner
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.26 Historic preservation	not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Architect
§ 4.1.1.29 Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

BIM model management through design and construction;
Interior design throughout all facilities;
Third party cost estimate at CD level;
On site representation throughout construction duration;
Assembling conformed documents prior to CMAR bidding process;
Assembling Record Drawings at conclusion of construction based on CMAR provided as-built drawings;
Coordination with Owners consultants for civil/landscape design, furnishings, fitness equipment, food service equipment, recreational play equipment, commissioning agent;
Acoustic design; specialty lighting, special inspections

4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Site evaluation and planning, civil engineering and landscape design being provided by Owner's consultant under separate contract;
Telecom and security design provided by Owners consultant under separate contract.
Commissioning by Owner's agent.
Furniture design by Owner's vendor.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-

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provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 one hundred ten (110) visits to the site by the Architect during construction

.3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty (40) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials,

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and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

5% of remaining unpaid fee

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

5% of remaining unpaid fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Three million six hundred fifty thousand five hundred dollars ($3,650,500)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or negotiated stipulated sum, as agreed upon by both parties

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or negotiated stipulated sum, as agreed upon by both parties

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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		percent (		%)
		percent (		%)
Construction Documents Phase	sixty	percent (	60	%)
Construction Phase	thirty five	percent (	35	%)
bidding and closeout	five		5	
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit 1 of hourly rates

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[EXHIBIT 1 - HOURLY RATES] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Robert Stevenson, president
(Printed name and title)	*(Printed name, title, and license number, if required)*

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TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon the Vendor's acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding $2,500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable. _____

Date: _____ Printed Name & Title: _____

Approved as to form:

_____

John Schifano, Town Attorney

Town Contact/Contract Manager: _____

PURCHASE ORDER NO_____ (If Applicable)

Approved by Brettany DeVolld_____ (initials)

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

_____

Tina Stroupe Director of Finance

PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____

Randy Harrington, Town Manager

ATTEST:

By: _____

Linda C. McKinney, Town Clerk

(Town Seal)

Town Standard Signature page Rev 7/23

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda
Title: Fiscal Year 2023-24 Audit Services Contracts
Strategic Priority Area: Organizational Excellence
Economic Prosperity & Diversity
Staff Resource: Tina Stroupe, Finance

Action(s):
Approve contract with Cherry Bekaert LLP in the amount of $65,600 to perform the annual financial audit for the fiscal year ending June 30, 2024, and approve a contract with Cherry Bekaert LLP for preparation of the Town's Annual Comprehensive Financial Report in the amount of $27,250.

Explanation:

- North Carolina General Statute §159-34 requires local governments to obtain an annual independent audit and present an Annual Comprehensive Financial Report.
- The audit fulfills the state legal requirement and provides accountability to the Town's citizens and other interested parties by reporting the Town's financial position and results of operations for the 2023-24 Fiscal Year.
- The North Carolina Local Government Commission requires all audit contracts be approved by their office.
- Cherry Bekaert LLP is the firm selected to perform the annual audit.
- The Fiscal Year 2023-24 annual audit fee is $65,600 and includes two single audit programs. Any additional programs will be an additional $6,000 per program and the preparation fee for the Town's Annual Comprehensive Financial Report is $27,250.

Background:

- The Town performed an audit services RFP in 2021, and Cherry Bekaert LLP was selected after a detailed evaluation process.
- The Town has worked with Cherry Bekaert LLP for the past three years, and has been highly satisfied with their responsiveness, knowledge, and quality of work provided.
- Finance is recommending a one-year extension to the audit contract.
- Finance has consulted with the NC Local Government Commission (LGC), who noted that the RFP process may be a best practice to perform every five or more years.

Funding Source(s):
Operating Budget - General Fund- Finance

Attachment(s):
1. Town of Holly Springs ACFR Engagement Letter - FY 2024

2. Town of Holly Springs North Carolina 6-30-24 Audit Eng Ltr-EL01

March 27, 2024

Tina Stroupe, Finance Director
Town of Holly Springs, North Carolina
128 S. Main Street, Post Office Box 8
Holly Springs, NC 27540

Dear Ms. Stroupe,

This letter shall operate and be construed as a service agreement ("Agreement") by and between the Town of Holly Springs (hereafter referred to as the "Town", "You", or "Your") and Cherry Bekaert Advisory LLC (the "Firm", "Cherry Bekaert", "CB", "Our" or "We") which provides the basis upon which Cherry Bekaert will provide the scope of the services under your direction. This Agreement between the Town and Cherry Bekaert sets forth the nature of services we will provide, required involvement of the Town in support of our services, the related fee arrangements, and other terms and mutually agreed upon objectives of this engagement.

SUMMARY OF SERVICES

We will provide technical accounting and GASB consulting services on complex accounting and financial reporting matters. Our services will include the preparation of the Town's Annual Comprehensive Financial Report for the year ended June 30, 2024. The Town agrees it will assist with the Letter of Transmittal, the narrative portion of Management's Discussion & Analysis, and the Statistical Sections that are not derived from the Basic Financial Statements.

TIMING & LOCATION OF SERVICES

We will work with you to define an agreed upon schedule that accommodates both the Town and Cherry Bekaert resource availability. We anticipate completing these services with all quality reviews completed and ready for issuance by October 31, 2024.

The estimated fees set forth in the engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested schedules and supporting information, timely communication of all significant accounting and financial reporting matters, as well as clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last-minute schedule changes that result in downtime for our professionals could

result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

PROFESSIONAL FEE ESTIMATES

Our fees for the services described above are a fixed fee of $27,250. Any additional fees and associated scope will be agreed to in writing prior to the commencement of work.

Our fees will be billed periodically as charges are incurred and are a payable in 30 days upon presentation of invoice. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month's balance less payments received during the month, provided no such late fees will accrue with respect to any amounts that are the subject of a good faith dispute.

In addition to our fees, we will bill you for reasonable out-of-pocket expenses incurred on your behalf and will include them as a separate line item on all invoices. Out-of-Pocket expenses are typically 5%-7% of fees; however we anticipate leveraging the use of technology including video conferences when working with our professional staff.

You agree to pay all costs of collection (including reasonable attorneys' fees) that we may incur in connection with the collection of unpaid invoices. If billings are past due in excess of 30 days, we will stop all work until your account is brought current, or withdraw from the engagement.

ASSUMPTIONS

Our services and related fee estimates are based on several assumptions:

- All data required to perform the summary of services is assumed to be readily available, including the final trial balance with all journal entries made;
- The Town personnel are knowledgeable of the in-scope accounting and management processes, and all personnel are readily available and accessible to demonstrate as-is processes;
- Procedures will not validate the accuracy of client-provided information for the financial statements nor constitute an audit of internal controls over financial reporting.
- The Town initiated changes to agreed upon scope, timing or schedule are provided with a minimum of two calendar weeks of advanced notice.

Failure to meet above assumptions may impact timing of engagement or require additional fees.

STAFFING

Staffing this engagement requires professionals with specific accounting, financial audit, and GASB expertise. The service partner responsible for assuring the overall quality of our services will be Danny Martinez. Engagement staffing and expertise required will be monitored and adjusted, as

necessary, to support quality service delivery in a cost-effective manner, subject to staff availability and your scheduling requirements.

PROFESSIONAL STANDARDS

The services under this letter of arrangement will be performed in accordance with the Statement on Standards for Consulting Services ("SSCS") issued by the American Institute of Certified Public Accountants ("AICPA"). No aspect of our engagement services should be considered to constitute an examination of prospective financial statements, an examination of internal controls or other attestation or review services in accordance with standards established by the AICPA or Public Company Accounting Oversight Board ("PCAOB").

Our engagement services cannot be relied on to detect or disclosure errors, irregularities, or illegal acts, including but not limited to fraud, embezzlement or defalcations that may exist. Accordingly, our services will not constitute an audit, compilation, review, or attestation service of the Town's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the PCAOB.

Our engagement to perform accounting advisory procedures will be performed in accordance with established standards. The sufficiency of the advisory procedures is solely the responsibility of the Town Council.

Consequently, we make no representation regarding the sufficiency of the advisory procedures either for the purpose for which our assistance, recommendations or our report, is being prepared or for any other purpose.

We will not audit, review or compile the Town's financial information and we will not express an opinion or any form of assurance on it under such standards. Additionally, no aspect of our engagement should be considered to constitute an examination of prospective financial statements, an examination of internal controls or other attestation or review services in accordance with standards established by the AICPA or PCAOB. Additionally, our engagement cannot be relied on to detect or disclose all errors, irregularities, or illegal acts, including by not limited to fraud, embezzlement or defalcations that may exist.

OTHER MATTERS

Our procedures will not result in the expression of an opinion, or any other form of assurance, on the Town financial statements or any part thereof, nor an opinion or any other form of assurance on the Town internal control systems or its compliance with laws, regulations, or other matters. We will not express an opinion or any other form of assurance with respect to management's system of internal control over financial reporting or in safeguarding Town assets.

The terms of this agreement expire December 31, 2024.

INDEPENDENCE AND PERMITTED SERVICES

Since we perform financial statement attest services for the Town, we are subject to the independence requirements of the AICPA and Governmental Auditing Standards which preclude providing certain services as part of the consulting engagement.

In order to maintain our independence with any attestation client, management is responsible for:

- Making decisions on behalf of management
- Managing or performing a new accounting standards adoption project
- Selecting accounting policies or accounting positions
- Drafting accounting policies and manuals
- Calculation of amounts and related journal entries
- Designing and/or implementing manual or IT processes for the application of new or revised accounting literature
- Evaluating the adequacy of all services provided
- Accepting overall responsibility for the results of our services

Under this engagement to provide advisory services, we can provide the following services and maintain our independence provided management complies with their responsibilities as outlined above:

- General diagnostic discussion with management
- Provide and discuss authoritative guidance
- Provide and discuss interpretive guidance including GASB and AICPA interpretations
- Provide checklists and other tools for implementation
- Assist with tool identification and vendor evaluation
- Assist in identifying additional disclosures
- Assist in identifying additional reports and data needed
- Review management's U.S. GAAP policies and practices
- Compare and contrast the ability of the Entity's current processes and controls and IT systems to meet the needs of the reporting requirements
- Analyze potential impact on debt covenants
- If IT system changes are necessary, provide access to our Firm's IT system partners

YOUR EXPECTATIONS

We shall be responsible for the reasonable accuracy of all work performed based on information and records available to us.

Cherry Bekaert will provide technical accounting advisory services pertaining to audit preparation for the Town under your direction.

We will work with the Town staff and the Town internal business commitments in order to schedule and execute this consulting engagement.

OUR EXPECTATIONS

You understand that we will not act in a management capacity or perform the following:

- Make or approve business risk decisions, or
- Present business risk considerations to those charged with governance or others on behalf of management.

You are responsible for making all management decisions and performing all management functions, establishing, and maintaining internal controls, including monitoring ongoing activities.

You are responsible for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide.

You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

We appreciate the opportunity to be of service to you and believe this letter including the attached standard terms and conditions accurately summarizes the significant terms of our engagement. If you have any questions, please contact Danny Martinez at 505.917.0488 or email at danny.martinez@cbh.com. If you agree with the terms of our engagement as described in this proposal letter, please sign the enclosed copy and return it to us.

Sincerely,

Cherry Bekaert Advisory LLC

Cherry Bekaert Advisory LLC

Town of Holly Springs, North Carolina

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

Nature of Engagements

During the course of this engagement, we will not audit or review financial information and will not express an opinion or any form of assurance on it. The sufficiency of our procedures is solely your responsibility. Please note that our engagement cannot be relied on or replace management's responsibility to detect or disclose errors, irregularities, or illegal acts, including but not limited to fraud, embezzlement, or defalcations that may exist.

Limitation on Damages

Neither you nor we shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of the services rendered by us under this engagement. This includes, but is not limited to, any direct or indirect consequential damages, losses, or penalties arising from the discovery, or lack of discovery, of any fraud, embezzlement, defalcations, errors, or irregularities or illegal acts. In no event shall either you or we be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses or losses.

Services

Our services may include advice and recommendations; but all decisions in connection with the implementation and communication of such advice and recommendations will be your sole responsibility. The Firm warrants that it: (i) has the capability, experience, and means necessary to perform the consulting services described in the attached engagement letter; (ii) will perform the services in a workmanlike manner with reasonable skill and care ordinarily exercised by members of the profession practicing under similar conditions and in accordance with accepted industry practices and professional guidelines; (iii) will perform the services in accordance with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and orders and all relevant and applicable foreign legislation; (iv) has in effect and will maintain in effect all permits, licenses, and other authorizations necessary to perform the services; and (v) will not, in performing the services, disclose, violate, infringe or misappropriate any trade secrets, proprietary information, trademark, copyright, or patent rights of any third parties.

Work Product Restrictions

Our consulting work and any work product is intended for the sole benefit of the Town's management for internal purposes. It is not intended for third-party consumption, nor can our consulting work be referred to in the presentation of financial reporting, proforma financial models, or regulatory reporting to third parties without our express written consent.

Copies of the working papers for the engagement are the property of the Firm. Except as discussed below, any third-party requests for access to our working papers will be discussed with you prior to making them available to the requesting parties, other than peer review requirements under AICPA standards.

In the event we are asked or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Cooperation

You agree to cooperate with us in our performance of our services for you, including providing us with reasonable facilities and timely access to your data, information and personnel. You are responsible for the performance of your employees and agents and for the accuracy and completeness of all data and information provided to us for purposes of this engagement.

As such, the Firm shall not be liable for any default or delay in performance of its obligations under the terms of this agreement to the extent that such default or delay is caused, directly or indirectly, by (i) the failure of Town to comply with any of its obligations within the terms of this agreement or (ii) the unavailability or absence of key Town personnel.

Non-Solicitation

The Town agrees not to directly solicit the Firm's employees, who are directly involved in matters related to this Agreement, for employment with Town, and the Firm agrees not to directly solicit Town's employees, who are directly involved in matters related to this Agreement, for employment with the Firm, from the time that this Agreement comes into force until six (6) months after the expiry of this Agreement. Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit either party from (a) placing general advertisements for employment, (b) hiring employees or former employees of either party who contacts the other party of their own accord, or (c) recruiting through employment agencies (so long as neither party directs such agencies to solicit the other party's employees).

Other Matters

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

If any dispute, controversy, or claim arising out of or in connection with the performance or breach of this agreement cannot be resolved by mediation, then the dispute, controversy, or claim shall be settled in a court of competent jurisdiction.

Cherry Bekaert LLP
Your Guide Forward

February 29, 2024

VIA EMAIL:
Tina.stroupe@hollyspringsnc.gov

Tina Stroupe
Town of Holly Springs, North Carolina
128 S. Main Street
Holly Springs, North Carolina 27540

Dear Ms. Stroupe:

This engagement letter between Town of Holly Springs, North Carolina (hereafter referred to as the "Town" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the Town's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the Town.

Summary of services

We will provide the following services to the Town as of and for the year ended June 30, 2024:

Audit and attestation services

1. We will audit the basic financial statements of the Town as of and for the year ended June 30, 2024 including the governmental activities, the business type activities, each major fund and the aggregate remaining fund information, and the related notes to the financial statements.

2. We will audit the schedule of expenditures of federal and State awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

3. We will audit the individual fund financial statements and schedules, and other schedules. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

4. We will apply limited procedures to the required supplementary information (RSI), such as management's discussion and analysis (MD&A), the Law Enforcement Officers' Special Separation Allowance, the Local Government Employees' Retirement System, and the Other Post-Employment Benefits (e.g., pension plan information or Town's management's discussion and analysis (MD&A)), which will consist of inquiries of Town's management about the methods of preparing the

information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

5. The supplementary information, such as the introductory and statistical sections accompanying the financial statements, will not be subjected to the audit procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

Your expectations

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the Town's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Town recognizes that our professional standards require that we be independent from the Town in our audit of the Town's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the Town and the Town should not expect that we will act only with due regard to the Town's interest in the performance of this audit, and the Town should not impose on us special confidence that we will conduct this audit with only the Town's interest in mind. Because of our obligation to be independent of the Town, no fiduciary relationship will be created by this engagement or audit of the Town's financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200). The objective of our audit is to obtain reasonable assurance about whether the Town's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the Town's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of

assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), and the State Single Audit Implementation Act.

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, and other procedures as deemed necessary to enable us to express such an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the Town in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming Town's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the Town has obtained no rights to use such software or templates and that Cherry Bekaert's use of the Town's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise Town's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the Town's financial statements. The Town's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Town's financial statements. If, while reviewing the journal entries, the Town's management determines that a journal entry is inappropriate, it will be the Town's management's responsibility to contact us to correct it.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the Town; however, it is the Town's management's responsibility to submit the reporting package (including

financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

Town's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the Town's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

Town's management responsibilities related to the audit

The Town's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the Town's management and financial information is reliable and properly reported. The Town's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The Town's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) the Town's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is the Town's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The Town's management is responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the Town has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The Town's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The Town's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing Town's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The Town's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The Town's management is responsible for disclosing to us all documents that comprise the annual report and preparation of the annual report. You agree you will provide us with the final version of all documents comprising the annual report prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report. If obtaining the final version of these documents is not possible prior to the date of the auditor's report, then the documents will be provided as soon as practicable, and the Town will not issue the annual report prior to providing them to the us and allowing sufficient time to apply required audit procedures. If the documents comprising the annual report are provided after the date of the auditor's report and we concluded that there is a material inconsistency or misstatement then we will take appropriate actions which may include communicating the matter to those charged with governance or obtaining legal advice.

Reporting

Our report will be addressed to the Honorable Mayor of the Town Council of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Management representations

The Firm will rely on the Town's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The following summarizes the estimated fees for the services described above:

Description of services	Estimated fee
Audit services	
Audit of the financial statements	$ 65,600
Audit of each additional single audit program beyond one (1) Federal and one (1) State program ($6,000)	
Accounting services	
Completion of Data Collection Form	Included Above
Total	$ 65,600

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of $2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call April Adams at (919) 782-1040.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the Town's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Town) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Town's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Town. You agree that the Town will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the Town's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Town's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by the Town's management or employees acting on behalf of the Town. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the Town's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the Town and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the

financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the Town‘s management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (“AICPA”) professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the Town‘s designated individual will assume all the Town‘s management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the Town's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the Town's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the Town's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Town make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the Town. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the Town, (4) the process used by Town's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the Town's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the Town's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the Town's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the Town's management related to the performance of the audit.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the Town may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the Town, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the Town, and other third party providers utilized by either party in connection with the engagement.

Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain

responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the Town, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the Town or at its request (“Disputes”), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the “Rules”). The arbitration shall be conducted before a panel of three arbitrators. Each of the Town and the Firm shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a

summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The Town agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The Town and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the Town’s personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Town requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Town will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas**.**

In providing our services, we will consult with the Town with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the Town will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the Town concerning the scope of the additional procedures and the estimated fees.

The Town agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Town will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Town and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda
Title: Hunt Center Lobby Renovation Construction Contract and Security Enhancements
Strategic Priority Area: Safe & Friendly
Engaged, Healthy, & Active Community
Staff Resource: Carrie Kennedy, Utilities and Infrastructure, Kimberly Keyes, Utilities and Infrastructure

Action(s):

1. Authorize the Town Manager to enter into a contract with Salisbury and Moore Construction for the renovation of the Hunt Center Lobby (TOHS Project #21-025) for an amount not to exceed $242,000.
2. Authorize the Town Manager to approve and execute other related security and access control contracts and any potential contingency change orders within the project scope and revised project budget of $346,864.

Explanation:

- The primary purpose of the Hunt Center lobby renovation is to provide increased security and controlled access in the building.
- The renovation includes repositioning the reception desk to provide staff better sight lines/visibility of the front doors and the corridor to the fitness center; the addition of storefront partitions and new doors with electronic access control at both ends of the back hallway to increase security to the program rooms; new storefront partitions and doors with electronic access controlled at the entrance of the track; and the addition of electronic access control hardware/wiring to seven existing doors, and the elevator; and a new office space next to the reception desk.
- The project was designed by Osterlund Architects who was selected through a Qualifications Based Selection (QBS) process that followed North Carolina legislative requirements and the Town's Purchasing Policy. The architect will provide limited construction administration support for the duration of the project to ensure the project is constructed to their design standards.
- The contractor was selected through a competitive bidding process that followed North Carolina legislative requirements and the Town's Purchasing Policy. The selected contractor, Salisbury and Moore Construction, was the lowest responsive and responsible bidder.
- The Hunt Center lobby renovation project was approved as a community Investment project (CIP) with a budget of $294,639 to include design and construction.
    - Another Hunt Center project to renovate the community room has been completed with a savings of $28,225; the Town Manager approved the transfer of this savings to the lobby project for potential project contingency subject to Town Manager

review and approval.
    - In this Council meeting's budget amendments agenda item includes a transfer from the IT Department's operating budget of $24,000 for security/access enhancements at the Hunt Center. For ease of project management, these improvements are being included with the management of the lobby project.
    - The recommended new total project budget including contingency and the security/access improvements is $346,864.
- Due to summer camp at the Hunt Center, this project will begin in late August so as not to put undue burden on the Center operations. Early approval of this contract will enable ordering of long-lead time materials.

Background:

- The last facility updates to the Hunt Center occurred in 2012.
- Security enhancements have been identified as a need for the Hunt Center where various different programming occurs serving all age groups and abilities. Controlled access and enhanced security is desired at the entrance area and in the child care area of the building.

Funding Source(s):

Community Investment Plan - Parks and Recreation Reserves / General Fund Transfers

Attachment(s):

1. Hunt Center Lobby Reno - TC Agenda Plan Sheet
2. Hunt Center Lobby Reno, Contract (TC Version)

10/20/2023 1:01:59 PM ARCH expand D (36.00 x 24.00 Inches), 1:1, (c) AOArch

Osterlund
ARCHITECTS, PLLC
5 W Hargett Street 310
Raleigh, NC 27601
(919) 838-9337
aoarchitect.com

CONSULTANTS:
SIGMA ENGINEERED SOLUTIONS, P.C.

PROJECT No.:
2204

HUNT CENTER LOBBY RENOVATION
301 Stinson Ave, Holly Springs, NC 27540
TOWN OF HOLLY SPRINGS
Holly Springs, NC

GENERAL NOTES

1 SEE ENLARGED PLANS FOR NEW PARTITION TYPES
2 CARD READERS AND PUSH BUTTONS ARE PROVIDED AND INSTALLED BY OWNER'S SECURITY VENDOR UNDER SEPARATE CONTRACT. REVIEW AND CONFIRM CARD READER AND PUSH BUTTON LOCATIONS WITH OWNER, ARCHITECT AND INTERIOR DESIGNER AND COORDINATE WITH ELECTRICAL AND OWNER'S SECURITY VENDOR

KEY NOTES

1 NEW CARD READER LOCATION, SEE ELECTRICAL DRAWINGS
2 ACCESS CONTROL PUSH BUTTON LOCATION, SEE ELECTRICAL DRAWINGS
3 SEE SHEET A401 FOR CEILING PLAN IN THIS AREA
4 SEE INTERIORS DRAWINGS FOR DETAILS AT EXISTING FIN TUBES
5 NEW CARD READER AT EXISTING ELEVATOR. CONNECT NEW CARD READER TO EXISTING ELEVATOR CALL BUTTON AND UPDATE SOFTWARE. SEE ELECTRICAL DRAWINGS FOR POWER TO CARD READER.

WALL LEGEND

EXISTING SMOKE PARTITION
EXISTING 1 HR FIRE BARRIER

1 - NORTHWEST STAIR

STOREFRONT AND WALL PARTITION, NEW DOOR AND HARDWARE

2 - NORTHWEST STAIR

STOREFRONT AND WALL PARTITION, NEW DOOR AND HARDWARE

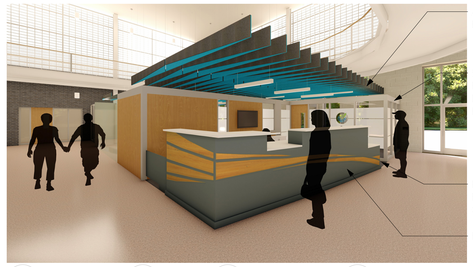
3 - OFFICE/CHILDRENS CENTER ENTRANCE

STOREFRONT AND WALL PARTITION, NEW DOOR AND HARDWARE

4 - MAIN ENTRANCE STAIR, 2ND FLOOR

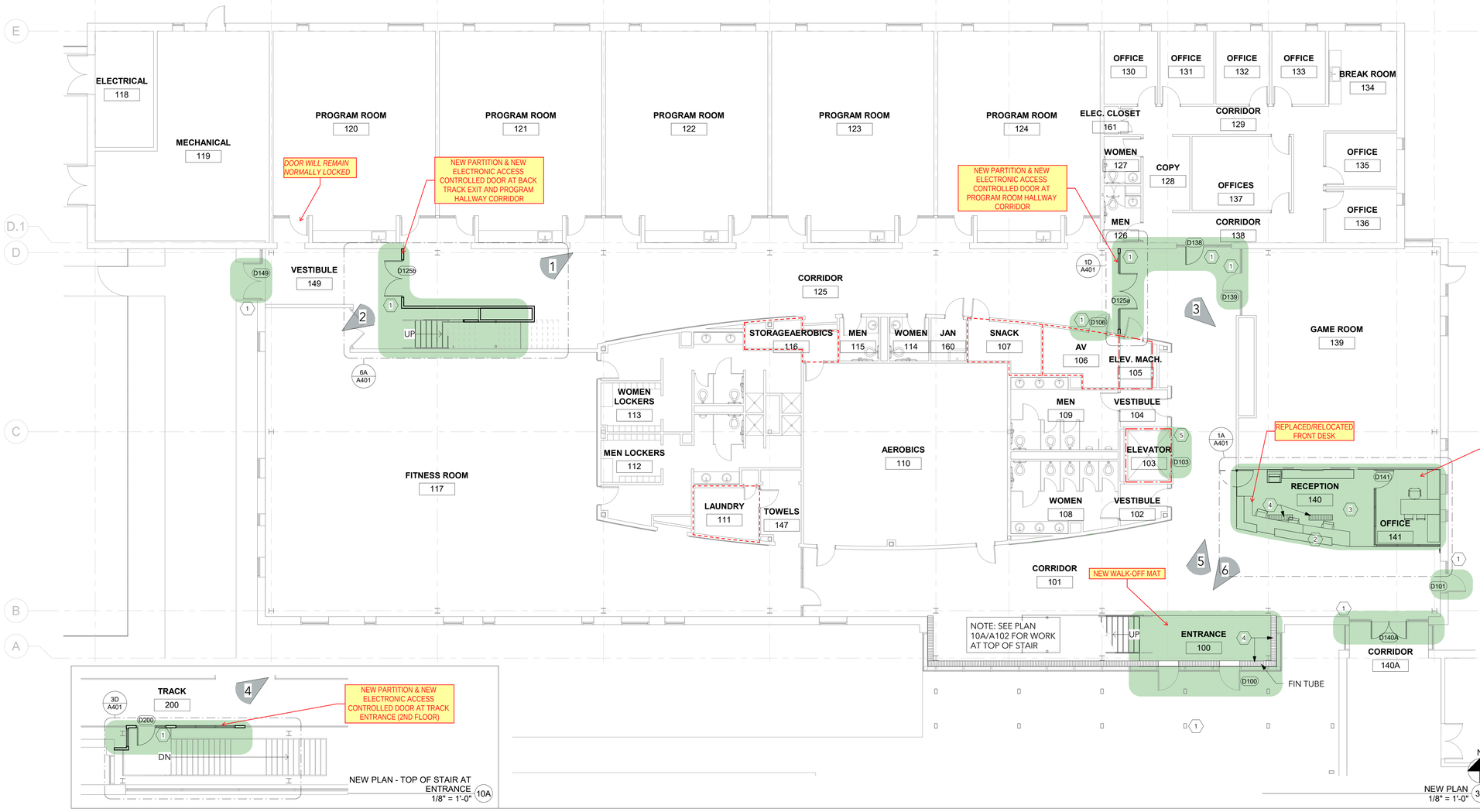
5 - MAIN ENTRANCE STAIR, 1ST FLOOR

WALK OFF MATT



6 - RECEPTION

ACOUSTICAL CEILING BAFFLES & LIGHTING
STOREFRONT PARTITIONS, NEW DOOR AND HARDWARE
FLOOR FINISH IN RECEPTION AND NEW OFFICE AREA
RECEPTION DESK



SEALS:

OSTERLUND ARCHITECTS, PLLC REGISTERED ARCHITECTURE COMPANY 52265 NORTH CAROLINA RALEIGH, NORTH CAROLINA

KRISTEN MARIE OSTERLUND REGISTERED ARCHITECT 10028 NORTH CAROLINA RALEIGH, NORTH CAROLINA
10/20/2023

ISSUE: CD
DATE:10/20/2023
DRAWN BY: JFK
REVISIONS:

FLOOR PLAN

A102

(C) OSTERLUND ARCHITECTS, 2021 C:\Users\sara\Documents\2204 Hunt Center_saraMMGNE.rvt

Osterlund
ARCHITECTS, LLC
5 W Hargett Street 310
Raleigh, NC 27601
(919) 838-9337
osterlundarchitects.com
Project No. 2204

PROJECT MANUAL

Hunt Center Lobby Renovation

TOHS PROJECT NO. 21-025

Holly Springs, NC

OWNER
Town of Holly Springs
Holly Springs,NC

CONSTRUCTION DOCUMENTS
April 5, 2024

This contract has been modified (shortened) for Town Council review purposes. The AIA General Conditions and technical specifications have been removed. Upon approval, the AIA General Conditions and the technical specifications (Divisions 2 through 33) shall be included in the official version for award.

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This section has been removed from the TC version to reduce page count. The Town Attorney has reviewed and approved this section.

This contract has been modified (shortened) for TC review purposes. The technical specifications listed on this page of the TOC have been removed. Upon approval, the technical specifications (Divisions 2 through 33) shall be included in the official version for award.

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	5

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NOT APPLICABLE

DIVISION 04 - MASONRY

NOT APPLICABLE

DIVISION 05 - METALS

NOT APPLICABLE

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NOT APPLICABLE

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DIVISION 13 – SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 – CONVEYING EQUIPMENT

NOT APPLICABLE

This contract has been modified (shortened) for TC review purposes. The technical specifications listed on this page of the TOC have been removed. Upon approval, the technical specifications (Divisions 2 through 33) shall be included in the official version for award.

DIVISION 21 – FIRE SUPPRESSION
NOT APPLICABLE

DIVISION 22 – PLUMBING
NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

DIVISION 32 – EXTERIOR IMPROVEMENTS
NOT APPLICABLE

DIVISION 33 - UTILITIES
NOT APPLICABLE

END OF TABLE OF CONTENTS

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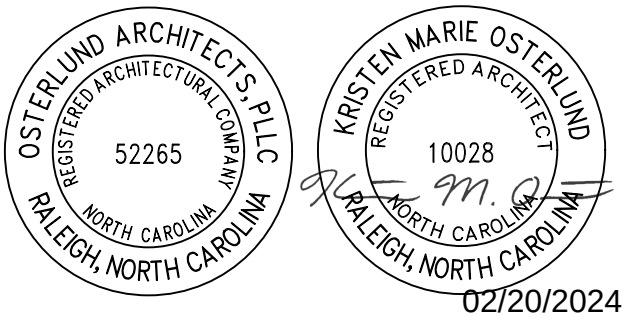
DOCUMENT 000107 - SEALS PAGE

.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Kristen M. Osterlund.
2. 10028.
3. Responsible for Divisions 01-33 Sections except where indicated as prepared by other design professionals of record.

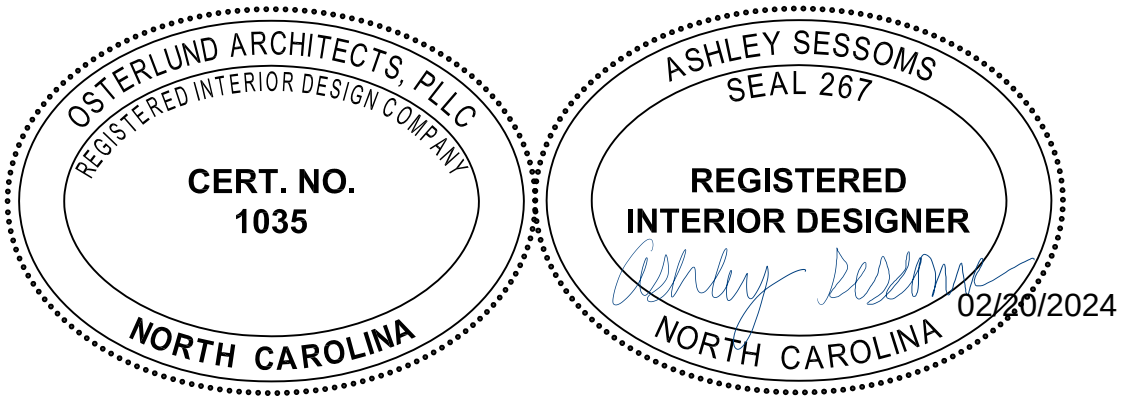
Osterlund ARCHITECTS, PLLC 2024.02.20 12:24:47-05'00'



02/20/2024

B. Interior Designer:
   1. Ashley Sessoms.
   2. 267.
   3. Responsible for:

064116	PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS
096513	RESILIENT BASE AND ACCESSORIES
096813	TILE CARPETING
098436	SOUND-ABSORBING CEILING UNITS
099123	INTERIOR PAINTING
101423	PANEL SIGNAGE
101423.16	ROOM-IDENTIFICATION PANEL SIGNAGE
123661.16	SOLID SURFACING COUNTERTOPS



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C. Electrical Engineer:

1. Reginald D. Adams.
2. 19658.
3. Responsible for:

260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
262726	WIRING DEVICES
265100	INTERIOR LIGHTING
270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS

DocuSigned by:
Mr. Reginald D. Adams
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2/20/2024

END OF DOCUMENT 000107

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DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Hunt Center Lobby Renovation.

1. Project Location: 301 Stinson Avenue, Holly Springs, NC 27540.

C. Owner: Town of Holly Springs

1. Owner's Representative: Carrie Kennedy carrie.kennedy@hollyspringsnc.gov

D. Architect: Osterlund Architects, PLLC.

1. Architect: Kristen Osterlund, kristen@osterlundarchitects.com.
2. Interior Designer: Ashley Sessoms, ashley@osterlundarchitects.com .

E. Project Description: Project consists of casework, interior doors, storefronts and glazing, signage, interior finishes, lighting and pathways for access control, coordination with Owner's Security Vendor and other Work indicated in the Contract Documents.

F. Construction Contract: Bid will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL

A. Owner will receive bids until the bid time and date through email as indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows below. Upon receipt, all responses and supporting materials become property of the Town and become public record. Apart from question submissions, respondents should refrain from contacting Town staff prior to the response deadline.

1. Bid Date: Thursday, March 12, 2024.
2. Bid Time: 4:00 p.m., local time.
3. Location: Email Only.
4. Contact person: Ashley Sessoms, Interior Designer
   a. ashley@osterlundarchitects.com

1.3 PREBID CONFERENCE

A. A mandatory prebid conference for all bidders will be held at 301 Stinson Avenue, Holly Springs, NC 27540 on Monday, February 26, 2024 at 3:00 p.m., local time. Prospective bidders are required to attend.

1.4 DOCUMENTS

A. Online Procurement and Contracting Documents: The project manual containing details and specifications and the plan set for this project are provided as separate files with this solicitation post and can be downloaded that the following link: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals Note: The Town's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all vendors. The Town provides an email alert option to allow vendors optimal notice and access to all solicitations as they are posted.

B. All bidder questions are to be submitted by 4:00 p.m. on Thursday, February 29, 2024 to Ashley Sessoms ashley@osterlundarchitects.com and copy Carrie Kennedy carrie.kennedy@hollyspringsnc.gov. When submitting questions, please reference the solicitation name and number, as well as the page and section if applicable. Questions submitted after the deadline do not require a response, though architect will make reasonable efforts to provide clarification before the bid deadline, if able.

C. Responses to questions and Addenda: Responses to question submissions and addenda (if applicable) will be posted on the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals. It is suggested that you sign up for email updates at the bottom of this page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

1.5 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.6 BIDDER'S QUALIFICATIONS

A. Bids will be evaluated by determining the lowest responsive, responsible bidder and considering:

- Ability to meet project completion deadline and capacity to provide the designated materials.
- Price for services.
- Character, integrity, reputation, judgment, experience, and efficiency of bidder.
- Licensure and insurance requirements: all contractors much be properly licensed under the laws governing their respective trades and be able to obtain required insurance.

Since the Town may choose to award a contract without engaging in discussions or negotiations, the bids submitted shall state the respondent's best offer for performing the services described in this solicitation.

B. The project budget is less than three hundred thousand dollars ($300,000.00); as a result, a Performance Bond and a separate Labor and Material Payment Bond are not expected to be required. A Performance Bond and a separate Labor and Material Payment Bond is required if the actual or estimated cost of this Project totals three hundred thousand dollars ($300,000.00) or more.

END OF DOCUMENT 001116

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DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

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DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Salisbury and Moore Construction, Inc.

B. Project Name: Hunt Center Lobby Renovation.

C. Project Location: 301 Stinson Avenue, Holly Springs, NC 27540.

D. Owner: Town of Holly Springs.

E. Architect: Kristen M. Osterlund, AIA.

F. Architect Project Number: 2204.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Osterlund Architects, PLLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two hundred Forty-two thousand Dollars ($ 242,000.00).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Electrical Work: Waco Electrical.
2. Elevator Work: Waco Electrical.

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by November 15, 2024. No construction or disturbing activities should occur during the time from June 15- August 15.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 2-26-24.
2. Addendum No. 2, dated 3-05-24.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
2. Bid Form Supplement - Unit Prices.
3. Bid Form Supplement - Allowances.

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Holly Springs, North Carolina, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

A. Respectfully submitted this 12th day of March, 2023.

B. Submitted By: Salisbury and Moore Construction, Inc. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Andrew Harvick (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Mike Nolan (Type or print name).

I. Title: Assistant Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 8320 Litchford Rd., Suite 124.

K. City, State, Zip: Raleigh, NC 27615.

L. Phone: 984-302-7838.

M. License No.: 100735.

N. Federal ID No.: 92-3071813 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

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DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

A. Bidder: Salisbury and Moore Construction, Inc.

B. Project Name: Hunt Center Lobby Renovation.

C. Project Location: 301 Stinson Avenue, Holly Springs, NC 27540.

D. Owner: Town of Holly Springs.

E. Architect: Kristen M. Osterlund, AIA.

F. Architect Project Number: 2204.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 12th day of March, 2024.

B. Submitted By: Salisbury and Moore Construction, Inc (Insert name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Andrew Harvick (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

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DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

A. Bidder: Salisbury and Moore Construction, Inc.

B. Project Name: Hunt Center Lobby Renovation.

C. Project Location: 301 Stinson Avenue, Raleigh, NC 27540.

D. Owner: Town of Holly Springs.

E. Architect: Kristen M. Osterlund, AIA.

F. Architect Project Number: 2204.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.

C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

A. Unit-Price No. 1: Concrete Slab Patching.

1. Twenty-Five dollars ($25.00) per Square Foot.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 12th day of March, 2023.

B. Submitted By: Salisbury and Moore Construction, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature: A.D. Hq (Handwritten signature).

D. Signed By: Andrew Harvick (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

A. Bidder: Salisbury and Moore Construction, Inc..

B. Prime Contract: All Trades.

C. Project Name: Hunt Center Lobby Renovation.

D. Project Location: 301 Stinson Avenue, Holly Springs, NC 27540.

E. Owner: Town of Holly Springs.

F. Architect: Kristen M. Osterlund, AIA.

G. Architect Project Number: 2204.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Linear Pendant Lighting above Reception 140:

1. ADD ✓ DEDUCT ___ NO CHANGE ___ .
2. Four Thousand Five hundred - Seven Dollars ($ 4,507).**

B. Alternate No. 2: Preferred Manufacturer – Door Hardware:

1. ADD ___ DEDUCT ___ NO CHANGE ✓ NOT APPLICABLE ___ .
2. Zero Dollars ($ ∅).

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 12th day of March, 2024.

B. Submitted By: Salisbury and Moore Construction, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature: AD-2-0 (Handwritten signature).

D. Signed By: Andrew Harvick (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DocuSign Envelope ID: 5FF39757-C975-4342-AE83-A00FD7146005

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

and the Contractor:
(Name, legal status, address and other information)

Salisbury and Moore Construction, Inc.
8320 Litchford Rd. Suite 124
Raleigh, NC 27615

for the following Project:
(Name, location and detailed description)

Hunt Center Lobby Renovation, TOHS Project No. 21-025
301 Stinson Avenue, Holly Springs, NC 27540

The Architect:
(Name, legal status, address and other information)

Osterlund Architects PLLC
5 W Hargett Street 310
Raleigh, NC 27601

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: November 15, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-Two Thousand ($ 242,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 1 Linear Pendant Lighting above Reception 140	$4,507.00
Add Alternate 2 Preferred Manufacturer	No Add

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1 Concrete Slab Patching	Twenty Five Dollars Per Square Foot	$25.00 per SF

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to achieve Substantial Completion within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, Two Hundred Fifty Dollars ($250) per consecutive calendar day, from the first day after Contract Time expires and continuing until the actual date of Substantial Completion.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect, and Architect certifies and transmits to the Town within 5 days, not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%), until 50% completion occurs

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

$0.00

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Carrie Kennedy
carrie.kennedy@hollyspringsnc.gov
919-567-4718

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Andrew Harvick

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User Notes:

Title: President
Email: andrew@salisburymoore.com
Phone Number: 984-302-7838

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
2204 Hunt Center Bid Documents 2-20-2024		

.6 Specifications

Section	Title	Date	Pages
2204 Hunt Center Project Manual R1 4-5-24			

.7 Addenda, if any:

Number	Date	Pages
2204 Hunt Center Addendum 1 2-26-2024		
009113 Addendum 2 2204 ADD2		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

See attached signature page	See attached signature page
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:39:23 ET on 04/05/2024.

PAGE 1

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

...

Salisbury and Moore Construction, Inc.
8320 Litchford Rd. Suite 124
Raleigh, NC 27615

...

Hunt Center Lobby Renovation, TOHS Project No. 21-025
301 Stinson Avenue, Holly Springs, NC 27540

...

Osterlund Architects PLLC
5 W Hargett Street 310
Raleigh, NC 27601

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date: November 15, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-Two Thousand ($ 242,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Add Alternate 1 Linear Pendant Lighting above Reception 140	$4,507.00
Add Alternate 2 Preferred Manufacturer	No Add

...

Unit Price No. 1 Concrete Slab Patching	Twenty Five Dollars Per	$25.00 per SF

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Square Foot

...

If the Contractor fails to achieve Substantial Completion within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, Two Hundred Fifty Dollars ($250) per consecutive calendar day, from the first day after Contract Time expires and continuing until the actual date of Substantial Completion.
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect, and Architect certifies and transmits to the Town within 5 days, not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
PAGE 5

Five percent (5%), until 50% completion occurs
PAGE 6

[X] Litigation in a court of competent jurisdiction

...

$0.00

...

Carrie Kennedy
carrie.kennedy@hollyspringsnc.gov
919-567-4718

...

Andrew Harvick
Title: President
Email: andrew@salisburymoore.com
Phone Number: 984-302-7838
PAGE 7

.4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

...

2204 Hunt Center Bid Documents 2-20-2024

...

2204 Hunt Center Project Manual R1 4-5-24

...

2204 Hunt Center Addendum 1 2-26-2024
009113 Addendum 2 2204 ADD2

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kristen M. Osterlund, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:23 ET on 04/05/2024 under Order No. 4104250032 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:
KM. O
A20661FFABBB489...

(Signed)

Principal Architect

(Title)

4/8/2024

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Hunt Center Lobby Renovation, TOHS Project No. 21-025
301 Stinson Avenue, Holly Springs, NC 27540

THE OWNER:
(Name, legal status and address)

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

THE CONTRACTOR:
(Name, legal status and address)

Salisbury and Moore Construction, Inc.
8320 Litchford Rd., Suite 124
Raleigh, NC 27615

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000) each occurrence, five million ($ 5,000,000) general aggregate, and five million ($ 5,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than two million ($ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

X Property Insurance shall name the Town of Holly Springs as an additional insured.

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The

(Paragraphs deleted)

project budget is less than three hundred thousand dollars ($300,000.00); as a result, a Performance Bond and a separate Labor and

(Table deleted)

Material Payment Bond are not expected to be required. A Performance Bond and a separate Labor and Material Payment Bond is required if the actual or estimated cost of this Project totals three hundred thousand dollars ($300,000.00) or more.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:56:07 ET on 04/05/2024.

PAGE 1

Hunt Center Lobby Renovation, TOHS Project No. 21-025
301 Stinson Avenue, Holly Springs, NC 27540

...

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

...

Salisbury and Moore Construction, Inc.
8320 Litchford Rd., Suite 124
Raleigh, NC 27615

PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000) each occurrence, five million ($ 5,000,000) general aggregate, and five million ($ 5,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than two million ($ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

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[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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...

X Property Insurance shall name the Town of Holly Springs as an additional insured.

...

[X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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The ~~Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~
~~*(Specify type and penal sum of bonds.)*~~
project budget is less than three hundred thousand dollars ($300,000.00); as a result, a Performance Bond and a separate Labor and

~~Type~~	~~Penal Sum ($0.00)~~
~~Payment Bond~~	
~~Performance Bond~~	

~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~Material Payment Bond are not expected to be required. A Performance Bond and a separate Labor and Material Payment Bond is required if the actual or estimated cost of this Project totals three hundred thousand dollars ($300,000.00) or more.

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This contract has been modified (shortened) for Town Council review purposes. The AIA General Conditions of the Contract for Construction (A201-2017) section has been removed. Upon approval, this section shall be included in the official version for award following this page.

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AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Hunt Center Lobby Renovation
301 Stinson Avenue, Holly Springs, NC 27540

THE OWNER:
(Name, legal status, address, and other information)

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

THE ARCHITECT:
(Name, legal status, address, and other information)

Osterlund Architects PLLC
5 W Hargett Street 310
Raleigh, NC 27601

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions. .

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

PDF bid documents are available by accessing the following link:
https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals. .

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§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Email Architect and Architect's Project Manager:; ashley@osterlundarchitects.com, copy carrie.kennedy@hollyspringsnc.gov

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

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§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

PDF addenda will be posted at the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals It is suggested that you sign up for email updates at the bottom of this page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be executed.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

(Paragraphs deleted)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

See Invitation to Bid included in the Project Manual.

§ 4.3.2 To facilitate the evaluation process, the Town requires all responses to be organized per the content and format instructions in this section. The bid content should be labeled and structured as follows:

(1) Cover letter - The Bid must include a letter of transmittal attesting to its accuracy and signed by an individual authorized to execute binding legal documents for the business. The cover letter shall provide the legal name, address, and telephone number of the business along with the designated contact's name, title, email address, and telephone number. Communicate understanding of the scope and a brief description of your approach and applicable qualifications to perform the requested services.

(2) Required Form 1: "Bid Form"

(3) Please include at least two project summaries of the prime contractor's recent experience relevant to this project. Include brief project profiles with a project reference contact information for each profile.

- **a. PROJECT TITLE**
- **b. PROJECT SUMMARY**
- **c. PROJECT COST**
- **d. CLIENT NAME & CONTACT INFORMATION**

Bids shall be submitted in a single, digital file and contain the content described above. A Word document or PDF format that is easily searchable and provides clear demarcation between sections and documents per the instructions detailed in said sections, should be emailed to the provided contact by the submission deadline.

Failure to organize the information requested in accordance with this section may result in the Town, at its sole discretion, deeming the bid as non-responsive.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

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§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 Town's Rights and Options

The Town reserves the right, at the Town's sole discretion, to take any action affecting this ITB (Invitation to Bid), this ITB process, or the services or facilities subject to this ITB, that would be in the best interests of the Town, including:

1.1.1. To supplement, amend, substitute, or otherwise modify this ITB, including the schedule, or to cancel this ITB, at any time;
1.1.2. To require any respondent to supplement or clarify its bid or provide additional information relating to its response;
1.1.3. To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a bid;
1.1.4. To waive any defect or irregularity in any bid received;
1.1.5. To reject any or all bids;
1.1.6. To share the bids with Town employees and contractors, in addition to the Evaluation Committee, as deemed necessary by the Town;
1.1.7. To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
1.1.8. To discuss and negotiate with any respondents their bid terms and conditions, including but not limited to financial terms; and
1.1.9. To terminate discussions and negotiations with any respondent at any time and for any reason.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

The project budget is less than three hundred thousand dollars ($300,000.00); as a result, a Performance Bond and a separate Labor and Material Payment Bond are not expected to be required. A Performance Bond and a separate Labor and Material Payment Bond is required if the actual or estimated cost of this Project totals three hundred thousand dollars ($300,000.00) or more. If required, the Payment and Performance Bonds are to be in an amount equal to 100% of the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to

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commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4

.5 Drawings

Number	Title	Date
	Hunt Center Lobby Renovation BID SET 2-20-2024	

.6 Specifications

Section	Title	Date	Pages
	Hunt Center Lobby Renovation BID SET PROJECT MANUAL 2-20-2024		

.7 Addenda:

Number	Date	Pages
2204 Hunt Center Addendum 1 2-26-2025		
009113 Addendum 2 2204 Add2		

.8 Other Exhibits:

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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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Additions and Deletions Report for

AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:04:56 ET on 04/05/2024.

PAGE 1

Hunt Center Lobby Renovation
301 Stinson Avenue, Holly Springs, NC 27540

...

Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

...

Osterlund Architects PLLC
5 W Hargett Street 310
Raleigh, NC 27601
PAGE 2

PDF bid documents are available by accessing the following link:
https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals. .
PAGE 3

Email Architect and Architect's Project Manager:; ashley@osterlundarchitects.com, copy carrie.kennedy@hollyspringsnc.gov
PAGE 4

PDF addenda will be posted at the Town of Holly Springs website at the following hyperlink: https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals It is suggested that you sign up for email updates at the bottom of this page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

...

§ 4.1.2 All blanks on the bid form shall be ~~legibly~~ executed. ~~Paper bid forms shall be executed in a non-erasable medium.~~

...

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder ~~may, without forfeiture of the bid security,~~ may state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

...

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~~§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.~~

~~§ 4.2 Bid Security~~

~~§ 4.2.1 Each Bid shall be accompanied by the following bid security:~~

~~*(Insert the form and amount of bid security.)*~~

PAGE 5

See Invitation to Bid included in the Project Manual.

§ 4.3.2 ~~Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~To facilitate the evaluation process, the Town requires all responses to be organized per the content and format instructions in this section. The bid content should be labeled and structured as follows:

(1) Cover letter - The Bid must include a letter of transmittal attesting to its accuracy and signed by an individual authorized to execute binding legal documents for the business. The cover letter shall provide the legal name, address, and telephone number of the business along with the designated contact's name, title, email address, and telephone number. Communicate understanding of the scope and a brief description of your approach and applicable qualifications to perform the requested services.

(2) Required Form 1: "Bid Form"

(3) Please include at least two project summaries of the prime contractor's recent experience relevant to this project. Include brief project profiles with a project reference contact information for each profile.

a. PROJECT TITLE
b. PROJECT SUMMARY
c. PROJECT COST
d. CLIENT NAME & CONTACT INFORMATION

Bids shall be submitted in a single, digital file and contain the content described above. A Word document or PDF format that is easily searchable and provides clear demarcation between sections and documents per the instructions detailed in said sections, should be emailed to the provided contact by the submission deadline.

Failure to organize the information requested in accordance with this section may result in the Town, at its sole discretion, deeming the bid as non-responsive.

PAGE 6

§ 5.3.3 Town's Rights and Options

The Town reserves the right, at the Town's sole discretion, to take any action affecting this ITB (Invitation to Bid), this ITB process, or the services or facilities subject to this ITB, that would be in the best interests of the Town, including:

1.1.1. To supplement, amend, substitute, or otherwise modify this ITB, including the schedule, or to cancel this ITB, at any time;

1.1.2. To require any respondent to supplement or clarify its bid or provide additional information relating to its response;

1.1.3. To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a bid;

1.1.4. To waive any defect or irregularity in any bid received;

1.1.5. To reject any or all bids;

1.1.6. To share the bids with Town employees and contractors, in addition to the Evaluation Committee, as deemed necessary by the Town;

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1.1.7. To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;

1.1.8. To discuss and negotiate with any respondents their bid terms and conditions, including but not limited to financial terms; and

1.1.9. To terminate discussions and negotiations with any respondent at any time and for any reason.

PAGE 7

The project budget is less than three hundred thousand dollars ($300,000.00); as a result, a Performance Bond and a separate Labor and Material Payment Bond are not expected to be required. A Performance Bond and a separate Labor and Material Payment Bond is required if the actual or estimated cost of this Project totals three hundred thousand dollars ($300,000.00) or more. If required, the Payment and Performance Bonds are to be in an amount equal to 100% of the Contract Sum.

PAGE 8

.4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013.)~~

...

Hunt Center Lobby
Renovation BID SET
2-20-2024

...

Hunt Center Lobby
Renovation BID SET
PROJECT MANUAL
2-20-2024

...

2204 Hunt Center Addendum 1 2-26-2025
009113 Addendum 2 2204 Add2

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DocuSign Envelope ID: DC60F71C-4896-4414-80FC-FED42CCFC5F0

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kristen M. Osterlund, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:04:56 ET on 04/05/2024 under Order No. 4104250032 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:
KM. O
A20661FFABBB489...

(Signed)

Principal Architect

(Title)

4/8/2024

(Dated)

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DISCLOSURES

Confidentiality

Responses to the ITB will become public records and, therefore, will be subject to public disclosure. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the Consulting firm follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

Equal Employment Opportunity

The Town of Holly Springs does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Holly Springs to provide minority-owned, women owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in the Town's business opportunities including but no limited to employment, construction development projects, and material/services consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve all claims of such discrimination.

Contracting

Any contract developed for work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising because of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations

The Town expects to select a consulting firm from the bids submitted but reserves the right to reject any or all responses to the ITB, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this ITB should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

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PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

_____

BY: _____

_____

TIME: _____

_____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
Notary Public (Seal)

My Commission Expires

_____

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on sheet(s) _____of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders	_____	
Total Amount Earned, To Date	_____	_____ % Earned
5% Retainage	_____	
Total Earned Less Retainage	_____	
Total Previously Approved	_____	
Amount Due This Estimate	_____	
Unpaid From Previous Estimate	_____	
Current Amount Due	_____	
Balance to Finish, Including Retainage	_____	

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR_____ BY_____ TITLE_____ DATE_____

APPROVAL FOR PAYMENT:

_____	_____	_____
Resident Project Representative	Engineer/Architect	Town of Holly Springs – Owner's Representative

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

PAYMENT NO. _____
PROJECT _____
PERIOD _____
CONTRACTOR _____

ITEM NO	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE	BID QUANTITIES	CURRENT QUANTITY	QUANTITY TO DATE	CURRENT AMOUNT	CONTRACT AMOUNT	% COMP	AMOUNT EARNED TO DATE

TOTAL EARNED TO DATE _____
TOTAL PAID TO DATE _____
5% RETAINAGE _____
AMOUNT DUE THIS ESTIMATE _____

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. 1

PROJECT _____ OWNER - TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

CONTRACTOR_____ FOR PERIOD _____ TO _____

VENDOR	ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	TRANSIT TAX	COUNTY TAX
			TOTALS					

I hereby certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used in the performance of this Contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the above referenced construction project.

By _____ _____
Signature *Title*

_____, being duly sworn, certifies that the foregoing statement of sales taxes paid in connection with the referenced Contract is true to the best of his or her knowledge and belief.

Sworn to before me this _____day of _____, 20__.

_____
Notary Public

My commission expires _____, 20___.

Form DEB-IS

FIELD ORDER

FIELD ORDER NO.: _____ DATE: _____

PROJECT: _____

RE: _____

_____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

_____

_____

_____

_____

ATTACHMENTS: _____

_____

REFERENCES: _____

_____

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Inspector (Authorized Signature)	Development Inspection Administrator or Senior Engineer (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."
>
> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____

Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

- Unit Prices
- Lump Sum
- Other _____

Method of determining change in Contract Time or Times:

- Contractor's records
- Engineer's records
- Other

_____

_____

_____

Estimated (increase/decrease) in Contract Price:

$_____

Estimated (increase/decrease) in Contract Times:

Substantial Completion:_____days;

Ready for final payment: _____days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Development Inspection Administrator or Senior Engineer (Authorized Signature)	Director of Engineering (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project:_____

Contractor:_____

Engineer/Architect:_____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

_____

Attachments:

_____

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price $_____	Original Contract Times Substantial Completion:_____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. ____ to No. ____: $_____	Net change from previous Change Orders No. ____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order $_____	Contract Times with all approved Change Orders Substantial Completion:_____ Ready for final payment:_____ days or dates
Net Increase (decrease) of this Change Order $_____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders $_____	Contract Times with all approved Change Orders Substantial Completion:_____ Ready for final payment:_____ days or dates

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Director of Engineering	Town Manager	Contractor
(Authorized Signature)	(Authorized Signature)	(Authorized Signature)
Date: _____	Date: _____	Date: _____

CHANGE ORDER NO.: _____

Page ___ of ___

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

_____

Secretary

Title: _____

Address: _____

[Corporate Seal]

Date: _____

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

By: _____ Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

_____

_____

_____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

_____
Surety Company

_____
Signature of Authorized Representative

_____
Typed Name and Title of Authorized Representative

[Seal]

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20___ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of _____ Dollars and _____Cents, ($_____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statues (Sales and Use Tax Act), as amended, have been paid and discharged.

_____
CONTRACTOR

By: _____ (Seal)

_____
(Typewritten Name)

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Town of Holly Springs, NC

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

Date: _____ Approved/Certified By: _____

Name

_____

Title

_____

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

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DOCUMENT 009113 – ADDENDUM NO. 1

PART 1 - GENERAL

1.1 ADDENDUM

A. Addendum No. 1.

1.2 PROJECT INFORMATION

A. Project Name: Hunt Center Lobby Renovation

B. Owner: Town of Holly Springs

C. Architect: Osterlund Architects, PLLC.

D. Architect Project Number: 2204.

E. Date of Addendum: 2-26-2024

1.3 NOTICE TO BIDDERS

A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is changed by this addendum as shown in revised Invitation to Bid to March 12, 2024 at 4 pm.

1.4 ATTACHMENTS

A. This Addendum includes the following attached Documents and Specification Sections:

1. Document 2204 Prebid Meeting Minutes, dated 2/26/2024, (new).
2. Section 001113 INVITATION TO BID dated 2-22-2024, (reissued).

    a. Revise Section 1.2 Bid Submittal, Bid receipt changed to March 12, 2024 at 4 pm.
    b. Revise Section 1.3 B to include Subcontractor walk through from 2pm -3:30 pm on 2-28-2024.
    c. Revise Section 1.4 B to have bidder questions submitted by 4 pm. On Thursday

February 29, 2024.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 009113

Osterlund
ARCHITECTS, PLLC

5 W Hargett Street 310
Raleigh, NC 27601
(919) 838-9337
osterlundarchitects.com

Pre-Bid Conference Meeting Minutes

Project: Hunt Center Lobby Renovation		
Owner: Town of Holly Springs	**Architect:** Osterlund Architects, PLLC 5 W Hargett Street, #310 Raleigh, NC 27601	

Meeting Date: February 26, 2024 @ 3 pm
Location: Hunt Center Lobby, 301 Stinson Ave, Holly Springs NC 27540

Introductions/Attendees

1. Please record your attendance on the sign-in sheet.
2.

NAME	COMPANY	EMAIL
Jack Warren	CMC Building	jwarren@cmcbuildinginc.com
Steve Richardson	Sigma Engineering Solutions	srichardson@sigmaes.com
Joe Ramey	Spectra Builders	joeramey@spectrabuilders.com
Lauren Chen Russell	Riley Contracting Group	estimating@rileycontracting.com
John Kemp	Bordeaux Construction	estimating@bordeauxconstruction.com
Mark Ferris	ACH Constructors	markf@achconstructors.com
Joshua Reeder	Salisbury & Moore Construction	joshuareeder@salisburymoore.com
Chris White	Blum	Chris.white@flblum.com
Lucas Anderson	Blum	Lucas.anderson@flblum.com
Maged Tarazi	Pioneer GC	info@pioneerconstructionnc.com
Tim Cothran	Riggs-Harrod Builders	tcothran@riggsharrod.com

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Raleigh, NC 27601
(919) 838-9337
osterlundarchitects.com

Michael Thompson	WCB Builders	Michael@wcbbuilders.com
Ashley Sessoms	Osterlund Architects	ashley@osterlundarchitects.com
Joe Kasztelan	Osterlund Architects	joe@osterlundarchitects.com
Carrie Kennedy	TOHS	carrie.kennedy@hollyspringsnc.gov
Adam Huffman	TOHS	Adam.huffman@hollyspringsnc.gov
Jay Tefreault	Commercial 1 Construction	jtetreault@c1cnc.com

Procurement and Contracting Requirements

1. Attendance at this conference is **mandatory**.
2. Bid Schedule:
    a. **Submit questions in writing** via email to Ashley Sessoms, ashley@osterlundarchitects.com and Carrie Kennedy, Carrie.kennedy@hollyspringsnc.gov by 4:00 pm on **Thursday, February 29, 2024**.
    b. Subcontractor walkthrough 2:00 pm-3:30 pm Wednesday Feb 28,2024.
    c. Final Addendum will be issued on **Tuesday, March 5, 2024**.
    d. Bids will be received by email to Ashley Sessoms up to 4:00 pm on **Tuesday, March 12, 2024.**
    e. Late bids will be disqualified.
    f. Notice to Proceed date will be 4/16/24 or 5/21/24 and is contingent on Town Council Approval. Contractor will have 224 Calendar Days or 179 calendar days depending on when approval is issued. (**Intent is that GC would use time from NTP until August to complete submittals and ordering materials. The intent is for all on site work to be completed starting after August 15).**
    g. GC shall fully complete work by November 15, 2024.
3. Bid Procedures
    a. Proposals must be in accordance with Instructions to Bidders.
    b. Bidders must submit the Bid Form included in the Project Manual along with references and information required and outlined in the A701 Instructions to Bidders Document.

General Requirements

1. Summary (Ref. Section 011000):
    a. Project consists of casework, interior doors, storefronts and glazing, signage, interior finishes, lighting and pathways for access control, coordination with Owner's Security Vendor and other Work indicated in the Contract Documents.
    b. Work restrictions.

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(919) 838-9337
osterlundarchitects.com

i. Full owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operation to minimize conflicts and facilitate owner usage. Perform the Work so as to not interfere with Owner's day to day operations. Maintain existing exits unless otherwise indicated.
ii. On-Site Work Hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday
iii. No Construction or Disturbing Activities should occur from June 15-Aug 15.
iv. Early Morning, Evening and Weekend Hours may be requested.
v. Existing Utility Interruptions. Do not interrupt utilities serving facilities occupied by Owner or others unless notifying architect and owner not less than two days in advance of proposed utility interruptions.
vi. Noice Vibration Dust or Odors: Coordinate operations that may result in high levels of noise and vibration, dust or odors to owner. Notify owner / architect at least two days in advance of disruptive operations.
vii. Employee Screening and Conduct – comply with owner's requirements for drug and background screening of contractor personnel. Employee ID at all times required of contractor personnel. Comply with owner's smoking and controlled substance restrictions.

2. Alternates Review (Ref. Section 012300)
   a. Alternate No. 1: Linear Penadant Lighting above Reception 140.
   b. Alternate No. 2: Alternate for Exit Devices and closer to be by preferred manufacturer, Sargent to match existing hardware.
3. Temporary Facilities and Controls Review (Ref. Section 015000)
   a. A temporary field office trailer is not required.
   b. Owner will designate location for Contractor parking.
   c. Owner will designate location available for temporary toilets, storage and staging.
      i. Toilets in main lobby are available, but temporary toilets can be permitted if preferred.
4. Owner Comments
   a. Elevator Point of Contact- Tyler Purvis Account Representative 919-623-5251
      i. Do not have to use this contact, GC could use their own, but this is ToHS current contact.
   b. Background check is required by project manual documents– owner will be strict with this requirement of all subs and contractors. Contractors to do own background checks.
   c. Avoid Work on site during summer camps, June 15 - August 15.
5. General Questions
   a. Are additional site visits available? Yes, see updated notes in section 2.
   b. Are flooring material specs listed in the documents?
   c. Are acoustical panel specs listed in the documents?
   d. Do calendar days in contract include "summer camp" days? Yes, see notes above in section 2.
   e. Are liquidated damages included in project? .
   f. For new door hardware and security, what is included in contractors scope of work?
   g. Is payment or performance bond required?
   h. Is Bid bond required?
   i. What if the project is over $300K is a bid bond or P&P bond required?

Osterlund
ARCHITECTS, PLLC

5 W Hargett Street 310
Raleigh, NC 27601
(919) 838-9337
osterlundarchitects.com

Site Visit

1. Hunt Center walk-through
2. General Questions
    1) **Are the lights in the back hallway existing to remain?**
    2) **What is the height of the wall below the lights in the hallway – is this detailed on the drawings?**
    3) **Is there any trenching required on this project?**

Close

Meeting Minutes By:
Ashley Sessoms
Interior Designer

DOCUMENT 009113 – ADDENDUM NO. 2

PART 1 - GENERAL

1.1 ADDENDUM

A. Addendum No. 2.

1.2 PROJECT INFORMATION

A. Project Name: Hunt Center Lobby Renovation

B. Owner: Town of Holly Springs

C. Architect: Osterlund Architects, PLLC.

D. Architect Project Number: 2204.

E. Town of Holly Springs Project Number: 21-025

F. Date of Addendum: 3-05-2024

1.3 NOTICE TO BIDDERS

A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. Please include Town of Holly Springs Project Number noted above on any submitted documents.

D. The date for receipt of bids is not changed by this addendum.

1.4 Please reference sheet E101 and provide the following, drawing update to follow once bid is awarded.

1. Provide 3/4” conduit in lieu of 1/2” conduit at the following locations:

   a. Elevator 103: Provide 3/4” from AV Room 106 to card reader box at elevator.
   b. Game Room 139: Provide 3/4” from junction box above door to card reader box

outside of room.

c. Track 200 Stair: Provide 3/4“ from junction box on lower level to card reader box in stairwell.

1.5 ATTACHMENTS

A. This Addendum includes the following attached Documents and Specification Sections:

1. Document 2204 Planholder List, dated 3/5/2024 (new).
2. Document 2204 Bid RFI’s, dated 3/5/2024, (new).

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 009113

Osterlund
ARCHITECTS, PLLC

HUNT CENTER

Holly Springs, NC

Architect's Project Number: 2204
Owner Project number: 21-025

Plan Holders List

Name	Company	Email	Phone
Parin Bodiwala	CMC Building, Inc	Parin@cmcbuildinginc.com	919-321-5018
Mark Ferris	ACH Constructors	Markf@achconstructors.com	919-484-9550
Heather Edwards	Spectra Builders	Heather@spectrabuilders.com	919-269-2085
Joe Ramey	Spectra Builders	Joeramey@spectrabuilders.com	
Christopher Phillips	Blacksail Construction	Christopher@blacksailconstruction.com	984-270-2978
Jake Warren	CMC Building	jwarren@cmcbuildinginc.com	910-655-1490
Lauren Chen Russell	Riley Contracting Group	estimating@rileycontracting.com	919-467-6104
John Kemp	Bordeaux Construction	estimating@bordeauxconstruction.com	919-220-1141
Joshua Reeder	Salisbury & Moore Construction	joshua.reeder@salisburymoore.com	919-930-8770
Chris White	Blum	Chris.white@flblum.com	336-724-5528
Lucas Anderson	Blum	Lucas.anderson@flblum.com	336-724-5528
Maged Tarazi	Pioneer GC	info@pioneerconstructionnc.com	919-539-1080
Tim Cothran	Riggs-Harrod Builders	tcothran@riggsharrod.com	919-687-0111
Michael Thompson	WCB Builders	Michael@wcbbuilders.com	919-810-7349
Jay Tefreault	Commercial 1 Construction	jtetreault@c1cnc.com	919-977-4570

Osterlund ARCHITECTS, PLLC

HUNT CENTER

Holly Springs, NC

Architect's Project Number: 2204
ToHS Project Number: 21-025

Bid Request for Interpretation Log

RFI No.	Date Received	Via	Description	Response	Response Date	Addendum No.
1	2/26/2024	Pre-Bid Meeting	Are additional site visits available?	Yes, subcontractor walktrhough was scheduled for Feb 28, 2-3:30 pm.	2/26/2024	1
2	2/26/2024	Pre-Bid Meeting	Are flooring material specs listed in the documents?	Yes, see project manual.	2/27/2024	2
3	2/26/2024	Pre-Bid Meeting	Are acoustical panel specs listed in the documents?	Yes, see project manual.	2/26/2024	2
4	2/26/2024	Pre-Bid Meeting	Do calendar days in contract include “summer camp” days?	Yes, intent is that GC would use time from Notice to Proceed until August to complete submittals and ordering materials. The intent is for all on site work to be completed starting after August 15.	2/26/2024	2
5	2/26/2024	Pre-Bid Meeting	Are liquidated damages included in project?	Yes, per A101 section 4.5. Liquitated damages apply to this project, $250 per consecutive calendar day.	2/27/2024	2
6	2/26/2024	Pre-Bid Meeting	For new door hardware and security, what is included in contractors scope of work?	Contractor to install conduit, raceway boxes and hardware. Owner's contractor to finish security.	2/27/2024	2
7	2/26/2024	Pre-Bid Meeting	Is payment or performance bond required?	If budget is less than $300,000 not required, is required if actual or estimated cost is $300,000 or more.	2/27/2024	2
8	2/26/2024	Pre-Bid Meeting	Is Bid bond required?	No Bid bond required.	2/27/2024	2

9	2/26/2024	Pre-Bid Meeting	What if the project is over $300K is a bid bond or P&P bond required?	If budget is less than $300,000 not required, is required if actual or estimated cost is $300,000 or more.	2/27/2024	22
10	2/26/2024	Pre-Bid Meeting	Are the lights in the back hallway existing to remain?	Yes.	2/27/2024	2
11	2/26/2024	Pre-Bid Meeting	What is the height of the wall below the lights in the hallway – is this detailed on the drawings?	See drawing 1D/ A411 for elevation showing height of wall.	3/5/2024	2
12	2/26/2024	Pre-Bid Meeting	Is there any trenching required on this project?	Trenching may be required at front desk area once existing conditions are revealed when desk is moved.	2/27/2024	2
13	3/5/2024	Email	Is Frasch! Acoustics an approved equal on this project.	Yes, Frasch! Accoustics is an approved equal for specification 098436 Sound Absorbing Ceiing Units.	3/5/2024	2

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Work under Owner's separate contracts.
5. Contractor's use of site and premises.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Hunt Center Lobby Renovation.

1. Project Location: 301 Stinson Avenue, Holly Springs, NC 27540.

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

1. Owner's Representative: Carrie Kennedy.

C. Architect: Osterlund Architects, PLLC, 5 W Hargett Street 310, Raleigh, NC 27601, (919) 838-9337.

1. Architect's Representative:
   a. Architect: Kristen Osterlund, (919) 591-3177, kristen@osterlundarchitects.com.
   b. Project Manager: Joe Kasztelan, (919) 591-3170, joe@osterlundarchitects.com.
   c. Interior Designer: Ashley Sessoms, (919) 591-3173, ashley@osterlundarchitects.com.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Electrical Engineer: Sigma Engineered Solutions, PC.

   a. Electrical Engineer Representative: Steve Richardson, (919) 840-9300, srichardson@sigmaes.com.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Project consists of casework, interior doors, storefronts and glazing, signage, interior finishes, lighting and pathways for access control, coordination with Owner’s Security Vendor and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 WORK PERFORMED BY OWNER

A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.

1. Owner will remove equipment and supplies from work areas.

C. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. See Work Under Owner’s Separate Contracts specified in this Section.

D. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory Work under this Contract.

1. There is no subsequent work by Owner scheduled.

1.7 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Cooperate fully and coordinate with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. Security: To Owner’s Security Contractor for installation of security equipment including but not limited to card readers.

1.8 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.10 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. No construction or disturbing activities should occur from June 15-Aug 15.

2. Weekend Hours: Hours on Saturdays, 8:00 a.m. to 4:00 p.m., and Sundays, 1:00 p.m. to 6:00 p.m., may be requested.
3. Early Morning Hours: Hours on Monday through Friday, 5:00 a. m. to 8:00 a.m., may be requested.
4. Evening Hours: Hours on Monday through Friday, 5:00 p.m. to 9:00 p.m., may be requested.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.
4. Contingency allowances.
5. Testing and inspecting allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include [**taxes,**]freight[**,**] and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-COST ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include [**taxes,**]freight[**,**] and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Lump-Sum Allowance: Include the sum of $5,000 for building permitting fees.

B. Allowance No. 2: Quantity Allowance: Include the sum of 40 square feet. Include patching of existing concrete floor slab where cutting is required for installation of electrical work shown on Drawings and specified. The finish of the patching must be level, smooth and prepared to receive new carpet installation. Patching of existing terrazzo finish is not required and is not included in this allowance.

1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1 – Concrete slab patching:
   1. Description: Contractor to provide unit price for all costs associated with patching existing concrete slab.
   2. Unit of Measurement: Square Foot (SF).
   3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Linear Pendant Lighting.

1. Base Bid: Base bid does not include lighting demolition and linear pendant lighting above Reception 140.
2. Alternate: Demolish existing pendant fixtures and install new linear pendant lighting above Reception 140 as indicated on Drawings and as specified.

B. Alternate No. 2: Preferred Manufacturer.

1. Base Bid: N/A.
2. Alternate: Alternate for exit devices and closers by Sargent to match existing hardware.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Section 012100 "Allowances" for products selected under an allowance.
   2. Section 012300 "Alternates" for products selected under an alternate.
   3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

   1. Substitution Request Form: Use form acceptable to Architect.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office,and in prominent location inbuilt facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Name of Architect.
4. Architect's Project number.
5. Date.
6. Name of Contractor.
7. RFI number, numbered sequentially.
8. RFI subject.
9. Specification Section number and title and related paragraphs, as appropriate.
10. Drawing number and detail references, as appropriate.
11. Field dimensions and conditions, as appropriate.
12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
13. Contractor's signature.
14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architectof additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Responsibilities and personnel assignments.
    b. Tentative construction schedule.
    c. Critical work sequencing and long lead items.
    d. Designation of key personnel and their duties.
    e. Lines of communications.
    f. Use of web-based Project software.
    g. Procedures for processing field decisions and Change Orders.
    h. Procedures for RFIs.
    i. Procedures for testing and inspecting.
    j. Procedures for processing Applications for Payment.
    k. Distribution of the Contract Documents.
    l. Submittal procedures.
    m. Preparation of Record Documents.
    n. Use of the premises and existing building].
    o. Work restrictions.
    p. Working hours.
    q. Owner's occupancy requirements.
    r. Responsibility for temporary facilities and controls.
    s. Procedures for moisture and mold control.
    t. Procedures for disruptions and shutdowns.
    u. Construction waste management and recycling.
    v. Parking availability.
    w. Office, work, and storage areas.
    x. Equipment deliveries and priorities.
    y. First aid.
    z. Security.
    aa. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of Record Documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.

c. Procedures for completing and archiving web-based Project software site data files.
d. Submittal of written warranties.
e. Requirements for preparing operations and maintenance data.
f. Requirements for delivery of material samples, attic stock, and spare parts.
g. Requirements for demonstration and training.
h. Preparation of Contractor's punch list.
i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
j. Submittal procedures.
k. Owner's partial occupancy requirements.
l. Installation of Owner's furniture, fixtures, and equipment.
m. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at **biweekly** intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site use.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.

13) Status of RFIs.
14) Status of Proposal Requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Site condition reports.

B. Related Requirements:

1. Section 014000 "Quality Requirements" for schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.
2. PDF file.

B. Startup construction schedule.

1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Uninterruptible services.
    c. Use-of-premises restrictions.
    d. Provisions for future construction.
    e. Seasonal variations.
    f. Environmental control.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Final Completion percentage for each activity.

H. Recovery Schedule: When periodic update indicates the Work is **14** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 CPM SCHEDULE REQUIREMENTS

A. Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 7 days of date established for **the Notice of Award**. Outline significant construction activities for the first **90** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 14 days after date established for the **Notice to Proceed**.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and inspection.
    j. Commissioning.
    k. Punch list and Final Completion.
    l. Activities occurring following Final Completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts **one week** before each regularly scheduled progress meeting.

1.8 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include

additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit within 14 days of date established for commencement of the Work. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include

relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

    a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.

c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests

performed before installation of product. Include written recommendations for substrate preparation and primers required.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.

1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:

a. Approved/Approved As Noted.

b. Revise and Resubmit.

c. Rejected.

d. For Information Only.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Section 012100 "Allowances" for testing and inspection allowances.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

a. Verify selections made under Sample submittals.
b. Demonstrate aesthetic effects.
c. Demonstrate the qualities of products and workmanship.
d. Demonstrate successful installation of interfaces between components and systems.
e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.

2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Reports: Prepare and submit certified written reports and documents as specified.

D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Statement on condition of substrates and their acceptability for installation of product.
2. Statement that products at Project site comply with requirements.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Statement of whether conditions, products, and installation will affect warranty.
6. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Statement of whether conditions, products, and installation will affect warranty.
4. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and

perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:

1. Provide test specimens representative of proposed products and construction.
2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
3. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
   1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
   3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   4. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
   5. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

   1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.
38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformite Europeenne; www.ec.europa.eu/growth/single-market/ce-marking.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Construction Specifications Institute (The); www.csiresources.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTA - Consumer Technology Association; www.cta.tech.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
69. CWC - Composite Wood Council; (See CPA).

70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
72. DHI - Door and Hardware Institute; www.dhi.org.
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; www.ecianow.org.
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; www.eima.com.
78. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
79. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); www.intertek.com.
82. EVO - Efficiency Valuation Organization; www.evo-world.org.
83. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Approvals - FM Approvals LLC; www.fmglobal.com.
87. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
89. FSA - Fluid Sealing Association; www.fluidsealing.com.
90. FSC - Forest Stewardship Council U.S.; www.fscus.org.
91. GA - Gypsum Association; www.gypsum.org.
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; www.greenseal.org.
94. HI - Hydraulic Institute; www.pumps.org.
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
99. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
100. IAS - International Accreditation Service; www.iasonline.org.
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Association; www.theicpa.com.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.

115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISO - International Organization for Standardization; www.iso.org.
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; www.itu.int.
122. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; www.lightning.org.
125. MBMA - Metal Building Manufacturers Association; www.mbma.com.
126. MCA - Metal Construction Association; www.metalconstruction.org.
127. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
128. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
129. MHIA - Material Handling Industry of America; www.mhia.org.
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
132. MPI - Master Painters Institute; www.paintinfo.com.
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
134. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
135. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
136. NADCA - National Air Duct Cleaners Association; www.nadca.com.
137. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
138. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
139. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
140. NBI - New Buildings Institute; www.newbuildings.org.
141. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
142. NCMA - National Concrete Masonry Association; www.ncma.org.
143. NEBB - National Environmental Balancing Bureau; www.nebb.org.
144. NECA - National Electrical Contractors Association; www.necanet.org.
145. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
146. NEMA - National Electrical Manufacturers Association; www.nema.org.
147. NETA - InterNational Electrical Testing Association; www.netaworld.org.
148. NFHS - National Federation of State High School Associations; www.nfhs.org.
149. NFPA - National Fire Protection Association; www.nfpa.org.
150. NFPA - NFPA International; (See NFPA).
151. NFRC - National Fenestration Rating Council; www.nfrc.org.
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
153. NHLA - National Hardwood Lumber Association; www.nhla.com.
154. NLGA - National Lumber Grades Authority; www.nlga.org.
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
156. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
157. NRCA - National Roofing Contractors Association; www.nrca.net.

158. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
159. NSF - NSF International; www.nsf.org.
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
161. NSPE - National Society of Professional Engineers; www.nspe.org.
162. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
164. NWFA - National Wood Flooring Association; www.nwfa.org.
165. NWRA - National Waste & Recycling Association; www.wasterecycling.org
166. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
167. PDI - Plumbing & Drainage Institute; www.pdionline.org.
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
169. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
170. RFCI - Resilient Floor Covering Institute; www.rfci.com.
171. RIS - Redwood Inspection Service; www.redwoodinspection.com.
172. SAE - SAE International; www.sae.org.
173. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
174. SDI - Steel Deck Institute; www.sdi.org.
175. SDI - Steel Door Institute; www.steeldoor.org.
176. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
177. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
178. SIA - Security Industry Association; www.siaonline.org.
179. SJI - Steel Joist Institute; www.steeljoist.org.
180. SMA - Screen Manufacturers Association; www.smainfo.org.
181. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
182. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
183. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
184. SPIB - Southern Pine Inspection Bureau; www.spib.org.
185. SPRI - Single Ply Roofing Industry; www.spri.org.
186. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
187. SSINA - Specialty Steel Industry of North America; www.ssina.com.
188. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
189. STI - Steel Tank Institute; www.steeltank.com.
190. SWI - Steel Window Institute; www.steelwindows.com.
191. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
192. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
193. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
194. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
195. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
196. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
197. TMS - The Masonry Society; www.masonrysociety.org.
198. TPI - Truss Plate Institute; www.tpinst.org.
199. TPI - Turfgrass Producers International; www.turfgrasssod.org.
200. TRI - Tile Roofing Institute; www.tileroofing.org.
201. UL - Underwriters Laboratories Inc.; www.ul.com.

202. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
203. USAV - USA Volleyball; www.usavolleyball.org.
204. USGBC - U.S. Green Building Council; www.usgbc.org.
205. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
206. WA - Wallcoverings Association; www.wallcoverings.org.
207. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
208. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
209. WDMA - Window & Door Manufacturers Association; www.wdma.com.
210. WI - Woodwork Institute; www.wicnet.org.
211. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program;www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 012100 "Allowances" for allowance for metered use of temporary utilities.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

F. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:

1. Methods used to meet the goals and requirements of the Owner.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.
6. Indicate locations of sensitive equipment areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

B. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).

2.2 TEMPORARY FACILITIES

A. Field Offices: Owner will provide conditioned interior space for field offices for duration of Project.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 15 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:
1. Utilize designated area within existing building for temporary field offices.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Storage and Staging: Use designated areas of Project site for storage and staging needs.

D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs, so they are legible at all times.

E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

G. Existing Elevator Use: Use of Owner's existing elevators will not be permitted.

H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.

2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Protect air-handling equipment.
4. Provide walk-off mats at each entrance through temporary partition.

H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
2. Section 012100 "Allowances" for products selected under an allowance.
3. Section 012300 "Alternates" for products selected under an alternate.
4. Section 012500 "Substitution Procedures" for requests for substitutions.
5. Section 014200 "References" for applicable industry standards for products specified.
6. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model

number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

    a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."

2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.

a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."

3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."

4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.

a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."

1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Requirements:

1. Section 011000 "Summary" for coordination of Owner-furnished products, and limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb, and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner’s property.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of a work plan for waste management and disposal.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 SALVAGING DEMOLITION WASTE

A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.

B. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

C. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

3.3 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and

tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.

3. Submit list of incomplete items in the following format:
   a. PDF Electronic File: Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Architect.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site of rubbish, waste material, litter, and other foreign substances.

b. Remove tools, construction equipment, machinery, and surplus material from Project site.
c. Remove snow and ice to provide safe access to building.
d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
g. Vacuum and mop concrete.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
n. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
2. Submit three paper copies. Architect will return two copies.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.8 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.9 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.

3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for general closeout procedures.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints.
3) Print each drawing, whether or not changes and additional information were recorded.
4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned Record Prints.
3) Print each drawing, whether or not changes and additional information were recorded.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "AS-BUILT DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "AS-BUILT DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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This contract has been modified (shortened) for Town Council review purposes. The technical specifications have been removed. Upon approval, the technical specifications (Divisions 2 through 33) shall be included in the official version for award. Division 2 shall be inserted after this page.

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon the Vendor's acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding $2,500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable. _____

Date: _____ Printed Name & Title: _____

Approved as to form:

_____

John Schifano, Town Attorney

Town Contact/Contract Manager: _____

PURCHASE ORDER NO_____ (If Applicable)

Approved by Brettany DeVolld_____ (initials)

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

_____

Tina Stroupe Director of Finance

PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____

Randy Harrington, Town Manager

ATTEST:

By: _____

Linda C. McKinney, Town Clerk

(Town Seal)

Town Standard Signature page Rev 7/23

Exhibit C – E-Verify Affidavit

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

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

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

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

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

a. YES _____, or

b. NO _____

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

This ____ day of _____, 2023.

Signature of Affiant

Print or Type Name: _____

State of North Carolina

County of _____

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

day of _____, 20__.

My Commission Expires:

_____

Notary Public

(Affix Official/Notarial Seal

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Consent Agenda
Title: Emergency Communications Radio Console Contract
Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth
Safe & Friendly
Staff Resource: Tina Stroupe, Finance

Action(s):
Approve a contract in the amount of $817,594 with Motorola Solutions to provide and install dispatch radio consoles in the 911 center and give Town Manager the authority to execute any contracts within the approved project budget.

Explanation:

- This contract provides for the replacement and upgrade of the radio console equipment in the 911 Communications Center in the amount of $817,594.
- This is on a state contract and is being sole sourced due to Motorola Solutions being the only vendor that manufactures and supplies public safety dispatch equipment that can be physically wireline connected to the Town of Cary/Wake Core Radio Network which will allow for additional capabilities for the Town's 911 Communications Center.
- The Town has been awarded a state legislative grant of $400,000 and the PSAP (Public Safety Answering Point) 911 Board has approved $400,967 from the town's E-911 user fees, with the remaining costs to be covered from the General Fund budget and all were approved in the FY24 budget.

Background:

- The current radio consoles were installed in 2016 and best practice recommends replacement at 5 years of usage.
- Motorola no longer supports the current radio consoles and staff recommends replacement for continuity of services and public safety purposes.

Funding Source(s):
Community Investment Plan - State Grant / PSAP Transfer / General Fund Transfer

Attachment(s):
1. V6.2 Holly Springs MCC7500E Consoles CONTRACT ONLY.10.16

SECTION 6

CONTRACT INFORMATION

Motorola Solutions, Inc. (“Motorola”) and Holly Springs, North Carolina (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”
Exhibit B “Payment”
Exhibit C Motorola Proposal dated August 29, 2023
Exhibit D “System Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during

any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.
"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is

shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service

Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order,

Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. The Customer will issue a purchase order for the total value of the contract (in section 6.2 below). The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $817,594.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use,

Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-

rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of North Carolina. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT **AND** COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions,

Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other

wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that

Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Holly Springs, NC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (“Motorola") and the Holly Springs, NC, North Carolina (“Licensee”). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones. Estimated shipment dates for equipment is estimated for 2024. The estimates are not contractual agreements, but rather a guideline for expectations. Delivery equipment could also occur prior to the estimated dates.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);

2. 60% of the Contract Price due upon shipment of equipment from Staging;

3. 10% of the Contract Price due upon installation of equipment; and

4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C

Motorola's Proposal dated August 29, 2023

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

Consent Agenda
Title: Grant for Partnership in the Sanford Water Filtration Facility (WFF) Expansion
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Safe & Friendly
Staff Resource: Rachel Ingham, Utilities and Infrastructure, Sara Emig, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure, Seann Byrd, Utilities and Infrastructure

Action(s):
Adopt and approve the following for partnership in the Sanford Water Filtration Facility (WFF) Expansion project:

- Adopt Resolution 24-10 to accept the funding offer for a $6,000,000 American Rescue Plan Act (ARPA) Regionalization grant.
- Approve State of North Carolina Department of Environmental Quality Division of Water Infrastructure (NCDEQ DWI) Funding Offer and Acceptance.
- Adopt Ordinance 24-08 to establish the Sanford WFF Expansion Capital Project funding.

Explanation:

- The Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford seek to jointly undertake the expansion of the Sanford Regional Water Filtration Facility (WFF) from 12 million gallons per day (MGD) to 30 MGD and share in the ownership and costs associated with the operation of the 30 MGD facility.
- The key benefits to a joint water plant expansion include regional collaboration, shared capital costs, economies of scale, ability to leverage existing State of North Carolina Cape Fear water permits held by the City of Sanford, and speed to construct the water plant expansion versus starting from scratch, if the Town of Holly Springs were to build its first water plant on its own.
- Bids for three (3) construction contracts associated with the Sanford WFF expansion project are currently being readvertized with closing dates on April 18th, April 30th, and May 2nd. These bids closed in February 2024; however, the minimum number of bid responses (3) were not received. The bids have been readvertised for an extended period to encourage additional responses.
- Contract Two (Raw Water Pump Intake, Pump Station, and Transmission Main) closed on February 13, 2024, having met the minimum number of bid responses.
- The Sanford WFF expansion bid documents were approved by the North Carolina Department of Environmental Quality (NCDEQ) on January 31, 2024.
- An Interlocal Agreement (ILA) and a Construction Management Agreement between the Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of

Sanford for the expansion, management, and operation of the Sanford Regional WFF were approved by Town Council on July 18, 2023.
- In the North Carolina Department of Environmental Quality Spring 2022 round of funding, the Town of Holly Springs was recommended to receive $6,000,000 in
- American Rescue Plan Act (ARPA) regionalization grant money for participation in the project.

Background:

- The Town's current water supply is from Harnett County, with resiliency/emergency water connections with Apex and Cary.
- The Town's current water capacity from Harnett County is 10 million gallons per day (MGD). The Town's available water capacity will increase to 14 MGD once the Sanford WFF expansion project is completed and a conveyance line built from Sanford to Wake County (a separate water project under the title Holly Springs Fuquay-Varina Waterline and StorageFacilities).
- Additionally, the Town has a 2.2 MGD water allocation in Jordan Lake. However, there are no current plans to treat and distribute this water.
- Construction of the Sanford WFF expansion project is anticipated to take 44 months (projected completion in Q2 2028).
- Of the total partnership costs, Holly Springs' portion for 4 MGD share is as follows:
    - $65.4 Million (without grants applied)
    - $55.5 Million (with grants applied)
- Key ownership and operating provisions included in the approved Interlocal Agreement (ILA) include:
    - Proportional plant ownership interest is based on the town's allocated water capacity.
    - The City of Sanford retains sole operational responsibility.
    - Sanford will own, operate, and maintain the meter at the designated point of delivery.
    - The parties' purchased capacities in the expanded WFF are as follows:
        - Sanford = 17 MGD
        - Fuquay-Varina = 6 MGD
        - Holly Springs = 4 MGD
        - Pittsboro = 3 MGD
    - The term of the agreement is 99 years with an option to renew.
    - The ownership of the plant is as follows:
        - Sanford = 59.5%
        - Fuquay-Varina = 18.7%
        - Holly Springs = 12.5%
        - Pittsboro = 9.3%

Funding Source(s):

Community Investment Plan - Grant Funding / Revenue Bond

Attachment(s):

1. 2022 Spring Funded Projects Summary 7-25-2022 Update
2. State Offer and Acceptance Document Sanford Water Filtration Facility
3. Resolution 24-10_Accept Grant Offer_Sanford WFF
4. Ordinance 24-08_Sanford WFF Capital Project ARPA Grant

Funding Actions Taken at the July 13-14, 2022 Meeting of the State Water Infrastructure Authority on the Applications Submitted in May 2022 to the Division of Water Infrastructure

On May 2, 2022, the Division of Water Infrastructure (Division) received applications for funding for drinking water projects, wastewater projects, pre-construction planning grants, merger / regionalization feasibility project grants (MRF), and asset inventory and assessment grants (AIA). The sources of funding for the Spring 2022 applications are:

- Viable Utility Reserve (VUR)
- Drinking Water Reserve (State Reserve)
- Wastewater Reserve (State Reserve)
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)

Tables 1 and 2 show the amount of funding requested in applications that were complete and eligible for funding. On July 14, 2022, the State Water Infrastructure Authority (Authority) determined the eligibility of applications selected to receive funding from the available funding sources listed above. Note that American Rescue Plan Act (ARPA) State Fiscal Recovery Funds appropriated in S.L. 2021-180 and S.L. 2022-74 were awarded by the Authority via the State Reserve and VUR.

Table 1. Summary of Complete and Eligible Applications (Including Reconsidered Fall 2021 Applications)

	Application Project Type				
Category	**Drinking Water**	**Wastewater**	**AIA**	**MRF**	**Total**
Distressed	50	58	65		**173**
At-Risk	81	96			**177**
All Other Systems	83	77			**160**
Planning	8	14	154	13	**189**
Total	**222**	**245**	**219**	**13**	**699**

Table 2. Summary of Funds Requested for Complete and Eligible Applications (Including Reconsidered Fall 2021 applications)

	Application Project Type				Total
Category	**Drinking Water**	**Wastewater**	**AIA**	**MRF**	
Distressed	$223,288,837	$326,555,748	$12,915,599		**$562,760,184**
At-Risk	$434,008,198	$509,838,886			**$943,847,084**
All Other Systems	$700,118,099	$869,177,761			**$1,569,295,860**
Planning	$2,614,700	$4,447,000	$34,280,460	$2,640,000	**$43,982,160**
Total	**$1,360,029,834**	**$1,710,019,395**	**$47,196,059**	**$2,640,000**	**$3,119,885,288**

Table 3 shows a summary of the number of applications that were approved for full or partial funding at the Authority's July 14, 2022 meeting, and Table 4 shows the amount of funding approved by program. A total amount of $789,421,348 was approved for funding in grants and loans for 385 applications, including $216,905,674 from the VUR that is conditional based upon approval by the Local Government Commission (LGC). The funded applications are in 86 counties across the state, shown in Figure 1.

Table 3. Summary of Applications Approved for Full or Partial Funding by the Authority on July 14, 2022

Category	Application Project Type				Total
	Drinking Water	Wastewater	AIA	MRF	
Distressed	29	22	57		**108**
At-Risk	34	26			**60**
All Other Systems	12	17			**29**
Planning	8	13	154	13	**188**
Total	**83**	**78**	**211**	**13**	**385**

Table 4. Summary of Applications and Funding Approved by the Authority on July 14, 2022

Project Funding Program	No. Applications Approved for Funding	Funded Amount
MRF – VUR[a]	0	$0
MRF – State Reserves	13	$2,590,000
AIA – VUR[a]	19	$5,722,075
AIA – State Reserves	192	$39,733,454
Drinking Water – VUR[a]	27[b]	$101,223,786
Drinking Water – State Reserve	53[c]	$165,463,546
DWSRF	8[d]	$58,349,817
Wastewater – VUR[a]	17[e]	$109,959,813
Wastewater – State Reserve	52[f]	$201,576,300
CWSRF	23[g]	$104,802,557
Total	**385[h]**	**$789,421,348**

[a] Funding from the Viable Utility Reserve is conditional based upon approval by the Local Government Commission.

[b] Includes one project co-funded with DWSRF.

[c] Includes four projects co-funded with DWSRF.

[d] Includes five projects co-funded with VUR and State Reserve.

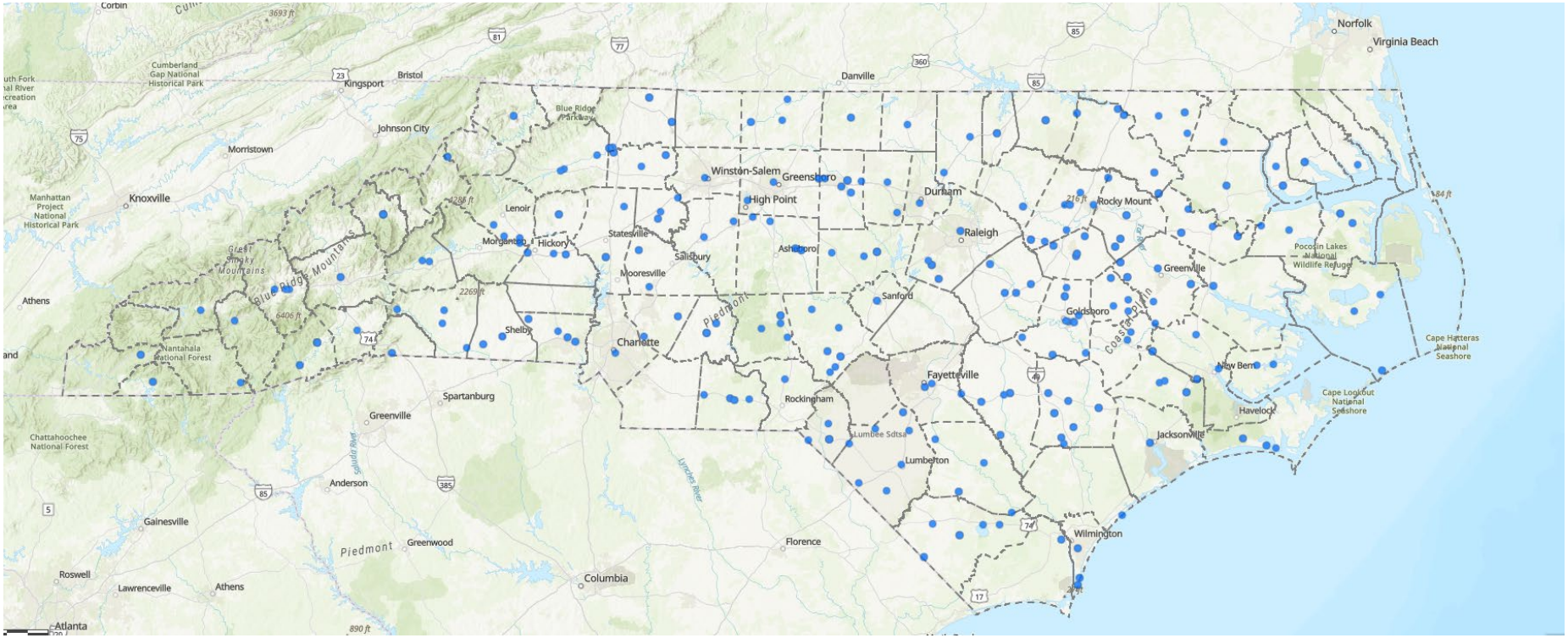
[e] Includes five projects co-funded with CWSRF.

[f] Includes nine projects co-funded with CWSRF.

[g] Includes 14 projects co-funded with VUR and State Reserve.

[h] Does not include double-counting of co-funded projects.

Figure 1. Locations of Funded Applications.



Tables 5 through 13 list the projects, by funding source, determined by the Authority as eligible to receive funding.

Table 5. Merger / Regionalization Feasibility Grants Funded from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
1	Rutherford County	Rutherfordton-Spindale MRF Study	$400,000	Rutherford
2	Stanly County	Locust-Stanly County Utility Merger Study	$100,000	Stanly
3	Stanly County	Norwood-Stanly County Merger Study - Wastewater	$75,000	Stanly
4	Stanly County	Norwood-Stanly County Utility Merger Study (Water System)	$75,000	Stanly
5	Pittsboro, Town of	Western Intake Partnership Regionalization Study	$150,000	Chatham
6	Cape Fear PUA	MRF: CFPUA and Wrightsville Beach (DW)	$200,000	New Hanover
7	Cape Fear PUA	MRF: CFPUA and Wrightsville Beach (WW)	$200,000	New Hanover
8	Taylorsville, Town of	Water MRF Study	$90,000	Alexander
9	Orange Water and Sewer Authority	Western Intake Partnership Regionalization Study	$400,000	Orange
10	Clarkton, Town of	MRF - Sewer System Improvements	$50,000	Bladen
11	Chatham County	Western Intake Partnership Regionalization Study	$400,000	Chatham
12	Montgomery County	Water System Merger Regionalization Study	$50,000	Montgomery
13	Durham, City of	Western Intake Partnership Regionalization Study	$400,000	Durham
Total SRP-MRF Grant Funding Approved:			**$2,590,000**	

Table 6. Asset Inventory and Assessment (AIA) Grants Funding from the Viable Utility Reserve (VUR) Approved on July 14, 2022[a]				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from VUR**	**County**
5	Pikeville, Town of	Sewer AIA	$506,025	Wayne
7	Pollocksville, Town of	Pollocksville - AIA Study - SEWER	$519,000	Jones
9	Walstonburg, Town of	AIA Water and Wastewater	$90,000	Greene
11	Tryon, Town of	Water System AIA	$254,500	Polk
13	Fountain, Town of	Sanitary Sewer AIA 1	$354,400	Pitt
16	Fountain, Town of	Water Sys AIA 2	$211,325	Pitt
18	Williamston, Town of	Sewer AIA	$890,000	Martin
27	Washington County	Washington County AIA/Rate Study	$237,000	Washington
30	Dover, Town of	Sanitary Sewer AIA 2	$310,775	Craven
32	Dover, Town of	Water Sys AIA 2	$189,500	Craven
37	Plymouth, Town of	2021 Town of Plymouth Sewer VUR Project	$160,000	Washington
39	Macclesfield, Town of	Sanitary Sewer AIA 2	$392,250	Edgecombe
41	Macclesfield, Town of	Water AIA 2	$203,900	Edgecombe
43	Franklinville, Town of	WW Sys AIA	$161,000	Randolph
45	Franklinville, Town of	Water Sys AIA	$161,000	Randolph
46	East Arcadia, Town of	AIA Water System	$154,400	Bladen
57	Hookerton, Town of	AIA Wastewater Study	$226,500	Greene
62	Bay River Metropolitan Sewage District	Gravity Sewer CCTV Assessment Study and Report	$139,500	Pamlico
66	Edgecombe County	2022 VUR Sewer System AIA Study	$561,000	Edgecombe
Total VUR-AIA Grant Funding Approved:			**$5,722,075**	

[a] Funding awards contingent based upon approval by the Local Government Commission.

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
1	Robersonville, Town of	VUR Water and Sewer Asset Inventory and Assessment	$400,000	Martin
2	Edenton, Town of	AIA - Water Phase 2	$175,000	Chowan
3	Edenton, Town of	Sewer AIA	$200,000	Chowan
4	Gibson, Town of	WW Sys AIA	$150,000	Scotland
6	Pikeville, Town of	Water AIA	$74,500	Wayne
8	Pollocksville, Town of	Pollocksville - AIA Study - WATER	$187,000	Jones
10	Tryon, Town of	Sewer AIA	$261,500	Polk
12	Autryville, Town of	Water System AIA and Rate Study	$150,000	Sampson
17	Stanly County	Comprehensive Sewer Master Plan	$150,000	Stanly
19	Central Nash County WSD	CNWSD Drinking Water AIA	$150,000	Nash
20	Northern Nash County WSD	NNWSD Wastewater AIA	$150,000	Nash
21	Bertie County Water District IV	Lewiston Woodville Community Asset Inventory and Assessment	$247,000	Bertie
22	Madison, Town of	Water Sys AIA	$150,000	Rockingham
23	Trenton, Town of	Sewer AIA	$389,000	Jones
24	Gamewell, Town of	Gamewell Sewer System Viability Project	$82,000	Caldwell
25	St. Pauls, Town of	St. Pauls Water System Asset Inventory Assessment and Rate Study	$150,000	Robeson
26	Yadkin County	Water and Sewer Asset Inventory and Assessment	$150,000	Yadkin
28	Pilot Mountain, Town of	Water System AIA	$252,000	Surry
33	Pinetops, Town of	Sanitary Sewer System AIA	$150,000	Edgecombe
34	Pinetops, Town of	Water System AIA	$150,000	Edgecombe

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
35	Taylortown, Town of	Water Sys AIA	$125,000	Moore
36	Taylortown, Town of	WW Sys AIA	$125,000	Moore
47	Vanceboro, Town of	Water Sys AIA	$150,000	Craven
48	East Bend, Town of	Water AIA	$96,000	Yadkin
49	East Bend, Town of	Sewer AIA	$50,000	Yadkin
50	Ramseur, Town of	Water System Asset Inventory Assessment	$189,584	Randolph
51	Middlesex, Town of	AIA Wastewater	$150,000	Nash
52	Middlesex, Town of	VUR AIA Drinking Water Study	$150,000	Nash
53	Star, Town of	WW Sys AIA	$140,000	Montgomery
54	Ramseur, Town of	Sewer AIA	$194,660	Randolph
55	Engelhard Sanitary District	ESD AIA Sewer	$250,000	Hyde
56	Star, Town of	Water Sys AIA	$140,000	Montgomery
58	Hamilton, Town of	Wastewater Sys AIA	$150,000	Martin
59	Ronda, Town of	Water Asset Inventory and Assessment Components	$150,000	Wilkes
60	Micro, Town of	Micro Sanitary Sewer Asset Inventory Assessment	$150,000	Johnston
61	Micro, Town of	Micro Water Asset Inventory Assessment	$150,000	Johnston
63	Roxboro, City of	Sewer I&I AIA	$400,000	Person
64	Newport, Town of	Wastewater System Asset Inventory and Assessment	$120,000	Carteret
65	Newport, Town of	Water System Asset Inventory and Assessment	$110,000	Carteret
67	Edgecombe County	2022 Water Asset Management Plan	$307,255	Edgecombe
68	Wilson, City of	Sewer Asset Inventory Assessment 2022/2023	$400,000	Wilson
69	Mount Airy, City of	Sewer AIA	$100,000	Surry

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
70	Anson County	Wastewater AIA	$100,000	Anson
71	Anson County	Water AIA	$300,000	Anson
72	Henderson, City of	AIA Wastewater	$200,000	Vance
73	Henderson, City of	AIA Water	$200,000	Vance
74	Beech Mountain, Town of	Grassy Gap WWTP Sewershed Study	$400,000	Watauga
75	Fayetteville PWC	Water Sys AIA	$400,000	Cumberland
76	Roanoke Rapids Sanitary District	Sewer AIA	$200,000	Halifax
77	Apex, Town of	Evaluation of the Current State of the Collection System	$400,000	Wake
78	Lake Lure, Town of	Subaqueous Sanitary Sewer AIA	$200,000	Rutherford
79	Spindale, Town of	Sewer AIA (Pipe Condition Assessment Project)	$400,000	Rutherford
80	Roanoke Rapids Sanitary District	Water AIA	$200,000	Halifax
81	Mount Airy, City of	Water AIA	$100,000	Surry
82	Pittsboro, Town of	Wastewater Master Plan	$250,000	Chatham
83	Rocky Mount, City of	Sewer AIA	$400,000	Nash / Edgecombe
84	Greensboro, City of	Sewer AIA	$400,000	Guilford
85	Selma, Town of	Water System AIA	$248,500	Johnston
86	Yadkin Valley Sewer Authority	2022 Additional Sewer Priority Areas Assessment	$360,520	Surry
87	Southern Pines, Town of	Water System AIA	$200,000	Moore
88	Southern Pines, Town of	Sewer System AIA	$200,000	Moore
89	Holly Springs, Town of	Holly Springs Water AIA	$200,000	Wake
90	Clarkton, Town of	Sewer AIA	$240,000	Bladen
91	Winston-Salem, City of	Lead and Copper Rule Compliance Program	$400,000	Forsyth

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
92	Lumberton, City of	2022 Main Sewer Interceptor Study	$214,010	Robeson
93	Biscoe, Town of	Biscoe Wastewater System Asset Inventory & Assessment	$150,000	Montgomery
94	Fuquay-Varina, Town of	Collection System Master Plan and Asset Inventory	$400,000	Wake
95	Hobgood, Town of	AIA Drinking Water	$150,000	Halifax
96	Hobgood, Town of	AIA Wastewater Collection	$150,000	Halifax
97	Brunswick Regional WS H2GO	2022 Wastewater Asset Inventory & Assessment	$200,000	Brunswick
98	Brunswick Regional WS H2GO	2022 Water Asset & Inventory	$200,000	Brunswick
99	Carolina Beach, Town of	Sewer System Resiliency Assessment Project	$200,000	New Hanover
100	Shelby, City of	Major Outfall Survey and modeling and WWTP Asset Management and Modeling	$300,000	Cleveland
101	Woodland, Town of	Water System Asset Inventory Assessment	$150,000	Northampton
102	Holly Springs, Town of	Holly Springs Sewer AIA	$200,000	Wake
103	Raleigh, City of	Wastewater AIA	$200,000	Wake
104	Raleigh, City of	Water AIA	$200,000	Wake
105	Archdale, City of	Water Sys AIA	$242,000	Randolph / Guilford
106	Bermuda Run, Town of	Sewer AIA Application	$400,000	Davie
107	Clayton, Town of	Collection System Master Plan	$250,000	Johnston
108	Clayton, Town of	Water System Master Plan	$150,000	Johnston
109	Baton Water Corporation	Water System AIA	$233,000	Caldwell
110	Columbus County Water District IV	Water Sys AIA	$150,000	Columbus
111	Kure Beach, Town of	Water Sys AMP	$150,000	New Hanover

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
112	Mocksville, Town of	Sewer AIA Application	$200,000	Davie
113	Mocksville, Town of	Water AIA	$200,000	Davie
114	White Lake, Town of	AIA Water System	$240,500	Bladen
115	Wadesboro, Town of	Water AIA	$200,000	Anson
116	Hendersonville, City of	Water Treatment AIA (Master Plan)	$400,000	Henderson
117	Lake Junaluska Assembly	Lake Junaluska Assembly Water AIA Project	$150,000	Haywood
118	Carolina Beach, Town of	Water System Resiliency Assessment Project	$200,000	New Hanover
119	Shelby, City of	WTP Asset Management and Modeling	$100,000	Cleveland
120	Ocracoke Sanitary District	OSD Water System AIA	$150,000	Hyde
121	Columbus County Water District III	Water Sys AIA	$150,000	Columbus
122	Pasquotank County	Weeksville Water Meter System Inventory and Asset Assessment	$150,000	Pasquotank
123	Northampton County	Sewer AIA	$150,000	Northampton
124	Clay County	Clay County Wastewater AIA Project	$150,000	Clay
125	Clay County	Clay County Water AIA Project	$150,000	Clay
126	Long View, Town of	Long View Wastewater AIA Project	$150,000	Burke / Catawba
127	Long View, Town of	Water AIA	$150,000	Burke / Catawba
217	Elkin, Town of	Water AIA	$245,000	Wilkes / Surry
128	Granite Falls, Town of	Water System Asset Inventory & Assessment	$150,000	Caldwell
129	Troutman, Town of	Clay Pipe Sewer System Inventory & Assessment Project	$225,000	Iredell
130	Brevard, City of	Wastewater Collection Sys AIA	$200,000	Transylvania

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
131	Taylorsville, Town of	Water Asset Inventory Assessment	$155,000	Alexander
132	Davie County	Sewer AIA Application	$400,000	Davie
133	Charlotte, City of	Lead and Copper Rule Revisions (LCRR) Support	$400,000	Mecklenburg
134	Harmony, Town of	Sewer AIA	$233,000	Iredell
135	Onslow Water and Sewer Authority	Water System Master Plan	$150,000	Onslow
136	Pine Bluff, Town of	Water AIA	$233,000	Moore
137	Hillsborough, Town of	Water Master Plan	$100,000	Orange
138	Beulaville, Town of	Sanitary Sewer System Asset Inventory and Assessment	$205,000	Duplin
139	Beulaville, Town of	Water System Asset Inventory and Assessment	$194,400	Duplin
140	Ranlo, Town of	Water System Asset Management Plan Components	$150,000	Gaston
141	Cherryville, City of	Water System Asset Management Plan Components	$150,000	Gaston
142	Albemarle, Town of	Sewer System AIA	$200,000	Stanly
143	Nashville, Town of	AIA - Wastewater Collection System	$150,000	Nash
144	Jefferson, Town of	Sewer AIA	$200,000	Ashe
145	Jefferson, Town of	Water AIA	$200,000	Ashe
146	Aberdeen, Town of	Aberdeen Drinking Water AIA	$150,000	Moore
147	Troutman, Town of	Water System Asset Inventory and Assessment Project	$175,000	Iredell
148	Brevard, City of	Water AIA	$187,500	Transylvania
149	Contentnea Metropolitan Sanitary District	2022 Sewer Asset Inventory and Assessment	$400,000	Pitt
150	Piedmont Triad Regional Water Authority	PTRWA Inventory, PM and CIP Assessment	$162,000	Randolph

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
151	Wallace, Town of	AIA - Water	$150,000	Duplin
152	Cherryville, City of	Wastewater System Asset Management Plan Components	$150,000	Gaston
153	Clyde, Town of	Clyde Sewer AIA Project	$150,000	Haywood
154	Magnolia, Town of	Sanitary Sewer Sys AIA	$150,000	Duplin
155	River Bend, Town of	Wastewater System AIA	$150,000	Craven
156	River Bend, Town of	Water System AIA	$150,000	Craven
157	Kure Beach, Town of	Sewer Sys AMP	$150,000	New Hanover
158	South Granville Water and Sewer Authority (SGWASA)	SGWASA Water Asset Inventory and Assessment Project	$150,000	Granville
159	Nashville, Town of	AIA - Drinking Water	$150,000	Nash
160	Laurinburg, City of	Wastewater System Asset Inventory and Assessment Update with Rate Study	$150,000	Scotland
161	Laurinburg, City of	Water System Asset Inventory and Assessment Update with Rate Study	$150,000	Scotland
162	Garland, Town of	Water System Asset Inventory and Assessment	$245,900	Sampson
163	Weldon, Town of	Water System AIA	$150,000	Halifax
164	Mount Pleasant, Town of	Drinking Water AIA	$150,000	Cabarrus
165	Grimesland, Town of	AIA - Sewer	$195,000	Pitt
166	Fork Township Sanitary District	Water AIA	$400,000	Wayne
167	Belfast-Patetown Sanitary District	Water AIA	$360,000	Wayne
168	Southeastern Wayne Sanitary District	Water AIA	$380,000	Wayne
169	Southwestern Wayne Sanitary District	Water AIA	$120,000	Wayne

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
170	Ranlo, Town of	Wastewater System Asset Management Plan Components	$150,000	Gaston
171	Kenansville, Town of	2021 Sewer AIA	$150,000	Duplin
172	Dallas, Town of	Wastewater Asset Inventory & Assessment	$150,000	Gaston
173	Rosman, Town of	Sewer AIA	$75,000	Transylvania
174	Rosman, Town of	Water AIA	$75,000	Transylvania
175	Pamlico County	Water System Asset Inventory and Assessment	$130,000	Pamlico
176	Graham, City of	Water AIA	$400,000	Alamance
177	Harrisburg, Town of	Town of Harrisburg Asset Inventory Assessment (Both)	$400,000	Cabarrus
178	Weldon, Town of	Wastewater AIA	$150,000	Halifax
179	Mount Pleasant, Town of	Wastewater AIA	$150,000	Cabarrus
180	Johnston County	CMMS Initiation at Existing CJCRWWTF	$200,000	Johnston
181	Johnston County	CMMS Initiation at Existing TGB WTP	$200,000	Johnston
182	Eastern Wayne Sanitary District	Water AIA	$400,000	Wayne
183	Northwestern Wayne Sanitary District	Water AIA	$280,000	Wayne
184	Teachey, Town of	Sanitary Sewer System Asset Inventory and Assessment	$211,975	Duplin
185	Teachey, Town of	Water System Asset Inventory and Assessment	$188,000	Duplin
186	Grimesland, Town of	AIA - Water	$175,000	Pitt
187	Kenansville, Town of	2021 Water AIA	$150,000	Duplin
188	Boiling Springs, Town of	Wastewater System AIA	$150,000	Cleveland
189	Boiling Springs, Town of	Water System AIA	$150,000	Cleveland

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
190	Taylorsville, Town of	2022 Sewer Collection System Assessment Project	$155,000	Alexander
191	Bridgeton, Town of	Wastewater AIA	$335,000	Craven
192	Topsail Beach, town of	Water Asset Inventory Assessment	$180,000	Pender
193	Columbia, Town of	Sewer AIA	$280,000	Tyrell
194	Columbia, Town of	Water AIA	$120,000	Tyrell
195	Jones County	Water AIA	$400,000	Jones
196	Albemarle, Town of	Water System AIA	$150,000	Stanly
197	Conway, Town of	Drinking Water Distribution System AIA	$150,000	Northampton
198	Conway, Town of	Wastewater Collection System AIA	$150,000	Northampton
199	Cleveland, Town of	AIA Sewer	$125,000	Rowan
200	Cleveland, Town of	AIA Water	$100,000	Rowan
201	Warsaw, Town of	Sewer AIA	$260,000	Duplin
202	Gibsonville, Town of	Water AIA	$200,000	Guilford
203	Morehead City, Town of	Water AIA	$400,000	Carteret
204	North Lenoir Water Corporation	Water System Asset Inventory and Assessment	$400,000	Lenoir
205	Bunn, Town of	Bunn Sanitary Sewer Asset Inventory Assessment	$150,000	Franklin
206	Bunn, Town of	Bunn Water System Asset Inventory Assessment	$150,000	Franklin
207	Mebane, City of	Water AIA	$300,000	Alamance / Orange
208	Warsaw, Town of	Water AIA	$137,000	Duplin
209	Maury Sanitary Land District	Sewer AIA	$400,000	Greene
210	Gibsonville, Town of	Sewer AIA	$200,000	Guilford
218	Yanceyville, Town of	Water AIA	$250,000	Caswell

Table 7. Asset Inventory and Assessment (AIA) Grants Funding from the State Reserve Program (SRP) Approved on July 14, 2022				
Proj. No.	**Applicant Name**	**Project Name**	**Funding Amount from State Reserves**	**County**
211	Swepsonville, Town of	Sewer System AIA	$150,000	Alamance
212	Junaluska Sanitary District	GIS Mapping (both)	$146,650	Haywood
213	Elon, Town of	Water AIA	$300,000	Alamance
219	Yanceyville, Town of	Sewer AIA	$150,000	Caswell
214	Swepsonville, Town of	Water System AIA	$250,000	Alamance
215	Haw River, Town of	Water AIA	$250,000	Alamance
216	Haw River, Town of	Sewer AIA	$150,000	Alamance
Total SRP-AIA Grant Funding Approved:			**$39,733,454**	

Table 8. Drinking Water Viable Utility Reserve (VUR) Project Funding Approved on July 14, 2022[a]				
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount from VUR (ARPA Distressed)**	**County**
2	Wilson County - Southwest Water District	Yank Road Booster Pump Station Replacement & Town of Lucama Interconnection	$1,813,713	Wilson
4	Lilesville, Town of	Phase 4 Water Improvements	$4,537,830	Anson
6	Dover, Town of	Water Supply Well Improvements	$812,700	Craven
10	Hyde County	Booster Stations Replacement, Rehab and Resiliency	$1,444,275	Hyde
11	Bertie County Water District IV	Lewiston Woodville Community Water system Replacement	$4,912,611	Bertie
12	Dover, Town of	Water Line Replacement Project	$2,452,910	Craven
13	Scotland Neck, Town of	Phase 3 Water Improvements	$7,063,608	Halifax
14	Robbins, Town of	Water System Improvements	$4,323,594	Moore
22	Pollocksville, Town of	2022 Water System Improvements	$2,787,510	Jones
23	Pinetops, Town of	2022 Waterline Improvements	$7,962,500	Edgecombe
25	Elm City, Town of	Drinking Water System-Rehabilitation and Improvements	$1,734,325	Wilson
26	Pikeville, Town of	2022 ARPA Water System Improvements	$4,100,000	Wayne
27	Whitakers, Town of	Cast Iron Waterline Replacement	$2,839,000	Edgecombe
36	Hertford, Town of	Hertford Water Line Replacement	$9,095,850	Perquimans
37	Greenevers, Town of	Well Generators	$327,880	Duplin
43	Robersonville, Town of	Water System Improvements	$506,765	Martin
55	Bolton, Town of	2022 ARPA Water System Improvements Project	$3,230,000	Columbus
57	Edenton, Town of	Two New Water Wells	$4,479,725	Chowan
63	Ellerbe, Town of	Main Street/US 220 Waterline Replacement	$3,481,000	Richmond
66	Jonesville, Town of	AMR Meters/Waterline Replacement	$6,946,300	Yadkin
67	Jonesville, Town of	WTP Filter and Clearwell Replacement	$8,015,200	Yadkin
76	Ramseur, Town of	Water System Improvements	$6,811,930	Randolph

Table 8. Drinking Water Viable Utility Reserve (VUR) Project Funding Approved on July 14, 2022[a]				
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount from VUR (ARPA Distressed)**	**County**
77	Snow Hill, Town of	Water System Rehabilitation Project for Well Four	$536,000	Greene
78	Hertford, Town of	Hertford Water Treatment System Improvements	$2,153,950	Perquimans
96	Middlesex, Town of	Booster Pump Station & Drinking Water Improvements	$1,685,463	Nash
97	Walstonburg, Town of	Water System Improvements	$1,926,347	Greene
98	Wilson County - Southwest Water District	Buckhorn Pressure Zone - Water System Extensions	$5,242,800	Wilson
Total Drinking Water VUR Funding Approved:			**$101,223,786**	

[a] Funding contingent upon approval by the Local Government Commission.

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
1	Nash County	Northern Nash Water System Improvements-Phase 2	$12,775,170	$0	$0	$0	$12,775,170	Nash
3	McDowell County	Hoppy Tom Hollow Road Water Project	$815,437	$0	$0	$0	$815,437	McDowell
5	McAdenville, Town of	Water System Improvements Project	$0	$3,269,750	$0	$0	$3,269,750	Gaston
7	Greenevers, Town of	Hargroves Rd. & Pasture Branch Water Extension	$1,300,466	$0	$0	$0	$1,300,466	Duplin
8	Peachland, Town of	Phase 1 Water Improvements	$5,709,055	$0	$0	$0	$5,709,055	Anson
9	Jamesville, Town of	Water Treatment Plant Replacement	$4,627,500	$0	$0	$0	$4,627,500	Martin
16	Carthage, Town of	Interconnection, Raw Water PS & Water Treatment Rehabilitation	$8,489,500	$0	$0	$0	$8,489,500	Moore
18	Hobgood, Town of	David Mayer Road Water Main Replacement	$496,590	$0	$0	$0	$496,590	Halifax

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
19	Sampson County	Ivanhoe Water System	$13,283,000	$0	$0	$0	$13,283,000	Sampson
20	Grimesland, Town of	Grimesland Water Line Replacement Project	$3,105,395	$0	$0	$0	$3,105,395	Pitt
21	Columbus County Water District IV	Water System Improvements - Lakeland Village Subdivision	$772,198	$0	$0	$0	$772,198	Columbus
24	Landis, Town of	Mt. Moriah Church Rd. - N. Main St. Water Line Replacements	$2,120,500	$0	$0	$0	$2,120,500	Rowan
28	Edgecombe County	2022 Eagles Road Water Line Extension	$1,126,850	$0	$0	$0	$1,126,850	Edgecombe
29	McAdenville, Town of	Water Line Rehabilitation		$1,730,250	$0	$0	$1,730,250	Gaston
30	Farmville, Town of	/Cast Iron Waterline Rehabilitation	$2,454,000	$0	$0	$0	$2,454,000	Pitt
31	Magnolia, Town of	Water Line Replacement Project	$1,686,980	$0	$0	$0	$1,686,980	Duplin
32	Magnolia, Town of	Well Generator Project	$142,875	$0	$0	$0	$142,875	Duplin

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
33	Rhodhiss, Town of	2022 Bridge Water Line Replacement Project	$0	$0	$0	$610,000	$610,000	Burke / Caldwell
35	Beulaville, Town of	2022 Water System Improvements	$0	$0	$0	$3,460,000	$3,460,000	Duplin
38	Burnsville, Town of	Bolens Creek Raw Water Lines and Cane River Intake Improvements	$2,221,191	$0	$0	$0	$2,221,191	Yancey
39	Burnsville, Town of	Main Street, Bennett Street, and Glendale Avenue Waterline Improvements	$5,849,527	$0	$0	$0	$5,849,527	Yancey
40	Sims, Town of	Elevated Storage Tank Rehabilitation	$0	$0	$0	$294,684	$294,684	Wilson
41	Roseboro, Town of	2022 Water System Improvements	$0	$0	$0	$2,536,000	$2,536,000	Sampson
42	Wilson, City of	Phase II Waterline Replacement	$0	$3,723,080	$0	$0	$3,723,080	Wilson
44	Beech Mountain, Town of	2022 Water System Rehabilitation Project	$0	$4,000,000	$0	$0	$4,000,000	Watauga

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
45	Fuquay-Varina, Town of	Sanford WTP Expansion	$0	$9,000,000	$0	$0	$9,000,000	Wake
47	Burnsville, Town of	Burnsville Water Treatment Plant Improvement Project	$1,345,706	$0	$0	$0	$1,345,706	Yancey
49	Haw River, Town of	Small Waterline Replacement	$0	$0	$0	$3,500,000	$3,500,000	Alamance
50	Sims, Town of	Well 3 Rehabilitation	$0	$0	$0	$385,041	$385,041	Wilson
51	Candor, Town of	2022 Water System Improvements	$0	$0	$0	$3,528,180	$3,528,180	Montgomery
52	Columbia, Town of	2022 ARPA Water System Improvement Project	$0	$0	$0	$6,130,000	$6,130,000	Tyrell
53	Ocracoke Sanitary District	Water Tank Replacement	$0	$0	$0	$5,603,000	$5,603,000	Hyde
54	Pittsboro, Town of	Water Treatment Plant Addition	$0	$550,000	$0	$0	$550,000	Chatham
56	Brevard, Town of	Brevard WTP Improvements	$0	$0	$0	$4,929,000	$4,929,000	Transylvania
58	Parkton, Town of	Well Replacement Project	$0	$0	$0	$1,196,250	$1,196,250	Robeson

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
59	Asheville, City of	Mills River WTP Phase II Rehabilitation Project	$0	$0	$0	$5,000,000	$5,000,000	Buncombe
60	Highlands, Town of	Dog Mountain Road Water System Improvement Project	$0	$3,386,495	$0	$0	$3,386,495	Macon
61	Greenville Utilities Commission	GUC Watermain Rehabilitation (Phase III)	$0	$0	$0	$5,000,000	$5,000,000	Pitt
62	Andrews, Town of	Town of Andrews Water Line Replacement	$0	$0	$0	$1,829,903	$1,829,903	Cherokee
64	Ahoskie, Town of	Water System Rehabilitation	$0	$0	$0	$4,195,900	$4,195,900	Hertford
65	Ayden, Town of	Cannon Street Waterline Replacement	$0	$0	$0	$906,000	$906,000	Pitt
69	Red Springs, Town of	Red Springs water Distribution System Rehabilitation	$0	$0	$0	$7,181,373	$7,181,373	Robeson
70	Holly Springs, Town of	Sanford Water Filtration Facility (WFF) Expansion	$0	$0	$0	$6,000,000	$6,000,000	Wake
71	Chowan County	Reverse Osmosis Water Treatment Plant	$0	$0	$400,000	$0	$400,000	Chowan

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
72	Tyrrell County	Gum Neck Elevated Storage Tank and BPS	$0	$0	$0	$2,452,000	$2,452,000	Tyrrell
75	Tuckaseigee Water and Sewer Authority (TWSA)	Water Treatment Plant-Clearwell and High Service Pump Replacement	$0	$0	$0	$4,130,000	$4,130,000	Jackson
81	Asheville, City of	North Fork & DeBruhl Water Treatment Plants - Conventional Treatment Upgrades	$0	$0	$400,000	$0	$400,000	Buncombe
160	Greenville Utilities Commission	GUC Distribution System Improvements Study	$0	$0	$400,000	$0	$400,000	Pitt
192	Warren County	Regional Elevated Storage Tank (Planning grant)	$0	$0	$189,500	$0	$189,500	Warren
208	Onslow Water and Sewer Authority	Dixon WTP Expansion	$0	$0	$250,000	$0	$250,000	Onslow
221	Goldsboro, City of	2017 Design Fees	$0	$0	$300,200	$0	$300,200	Wayne

Table 9. Drinking Water State Reserve Project Funding Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – ARPA At-Risk**	**Funding Amount – ARPA All Other Systems**	**Funding Amount – ARPA Study Grants**	**Funding Amount – SL 2022-74**	**Total Funding Amount from State Reserves**	**County**
222	Wilkes County	Wilkes County Infrastructure Extension Project	$0	$0	$400,000	$0	$400,000	Wilkes
223	Lower Cape Fear Water & Sewer Authority	48” Parallel Raw Water Main PER & Rate Study Project	$0	$0	$275,000	$0	$275,000	Brunswick
Total Drinking Water SRP Funding Approved:			**$68,321,940**	**$25,659,575**	**$2,614,700**	**$68,867,331**	**$165,463,546**	

Table 10. Drinking Water State Revolving Fund (DWSRF) Projects Approved on July 14, 2022						
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – Principal Forgiveness**	**Funding Amount – Loan**	**Total Funding Amount from DWSRF**	**County**
13	Scotland Neck, Town of	Phase 3 Water Improvements	$45,042	$0	$45,042	Halifax
29	McAdenville, Town of	Water Line Rehabilitation	$0	$2,018,798	$2,018,798	Gaston
94	Sanford, City of	Sanford Water Filtration Facility (WFF) Expansion	$4,200,000	$15,800,000	$20,000,000	Lee
44	Beech Mountain, Town of	2022 Water System Rehabilitation Project	$0	$58,480	$58,480	Watauga
45	Fuquay-Varina, Town of	Sanford WTP Expansion	$0	$20,000,000	$20,000,000	Wake
48	Laurinburg, City of	Distribution System Improvements Phase 2	$0	$7,150,000	$7,150,000	Scotland
62	Andrews, Town of	Town of Andrews Water Line Replacement	$250,397	$0	$250,397	Cherokee
68	Jonesville, Town of	Elevated Tank Replacement	$500,000	$8,327,100	$8,827,100	Yadkin
Total DWSRF Funding Approved:			**$4,995,439**	**$53,354,378**	**$58,349,817**	

Table 11. Wastewater Projects Funded from the Viable Utility Reserve (VUR) Approved on July 14, 2022[a]				
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount from VUR (ARPA Distressed)**	**County**
4	Rowland, Town of	Sanitary Sewer Improvements	$10,300,000	Robeson
9	Andrews, Town of	Town of Andrews Wastewater Treatment Plant Upgrade and Modernization	$11,718,300	Cherokee
11	Bailey, Town of	Sanitary Sewer Improvements	$9,464,100	Nash
12	Hertford, Town of	Collection System Improvements	$3,673,200	Perquimans
13	Mount Olive, Town of	Collections System Rehab & Replc	$14,000,000	Wayne
19	Star, Town of	WWTP & Collection System Improvements	$13,575,000	Montgomery
22	Fairmont, Town of	Fairmont Collection System Rehabilitation	$14,769,667	Robeson
26	Whitakers, Town of	Porter Street Pump Station Relocation	$1,250,000	Edgecombe
30	Cliffside Sanitary District	Cliffside Sanitary District System Repairs and WWTP Retrofit	$2,861,966	Rutherford
32	Macclesfield, Town of	WWTP Improvements	$1,134,900	Edgecombe
40	Scotland Neck, Town of	2022 ARPA Sewer Improvements	$5,660,045	Halifax
42	Fountain, Town of	Lynch St Sanitary Sewer Improvements	$1,517,500	Pitt
46	Pilot Mountain, Town of	WWTP Upgrades	$8,078,000	Surry
50	Madison, Town of	Sanitary Sewer Rehab and Flood Protection Project	$4,871,000	Rockingham
57	Elm City, Town of	Multiple LS Rehab and Renewal	$898,775	Wilson
71	Rockingham County	Fishing Creek PS relocation and flood protection	$1,725,000	Rockingham
64	Fremont, Town of	Pump station and sewer rehab	$4,462,360	Wayne
Total Wastewater VUR Funding Approved:			**$109,959,813**	

[a] Funding awards contingent upon approval by the Local Government Commission.

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
1	Siler City, Town of	Sewer Rehabilitation	$0	$3,000,000	$0	$0	$3,000,000	Chatham
2	Burnsville, Town of	Bakers Creek Pump Station Improvements	$599,500	$0	$0	$0	$599,500	Yancey
3	Littleton, Town of	Wastewater Treatment Plant Improvements	$2,000,000	$0	$0	$0	$2,000,000	Halifax
5	Lake Waccamaw, Town of	Phase 6 Sewer Improvements	$9,198,450	$0	$0	$0	$9,198,450	Columbus
6	Burnsville, Town of	Main Sewer Interceptor Improvements (East)	$2,153,570	$0	$0	$0	$2,153,570	Yancey
7	Pittsboro, Town of	Find It & Fix It Sewer Rehabilitation	$0	$4,450,000	$0	$0	$4,450,000	Chatham
8	Yadkin Valley Sewer Authority	Floodplain Resiliency Collection System Improvements	$0	$1,088,400	$0	$0	$1,088,400	Surry

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
10	Clinton, City of	Wastewater Treatment Plant Resiliency Improvements	$0	$2,558,000	$0	$0	$2,558,000	Sampson
14	Roseboro, Town of	Rehabilitation/Replacement	$6,415,760	$0	$0	$0	$6,415,760	Sampson
15	Yadkin Valley Sewer Authority	2022 Collection System Improvements	$0	$3,911,600	$0	$0	$3,911,600	Surry
17	Clinton, City of	WWTP Electrical Service Resiliency and Reliability Improvements	$0	$2,442,000	$0	$0	$2,442,000	Sampson
18	Bryson City, Town of	WWTP Improv.	$15,000,000	$0	$0	$0	$16,998,400	Swain
21	Haw River, Town of	Lang Steet Pump Station	$5,000,000	$0	$0	$0	$5,000,000	Alamance
23	Fayetteville Public Works Commission	SS Main Rehab	$0	$4,973,845	$0	$0	$4,973,845	Cumberland
24	Wadesboro, Town of	Collection System Improvements	$9,556,500	$0	$0	$0	$9,556,500	Anson

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
25	Parkton, Town of	Sewer System Improvement	$4,928,210	$0	$0	$0	$4,928,210	Robeson
27	Morehead City, Town of	2022 ARPA WWTP Improvements Project	$0	$5,000,000	$0	$0	$5,000,000	Carteret
29	Marion, City of	Clinchfield Subbasin Rehab/Replacement	$3,244,430	$0	$0	$0	$3,244,430	McDowell
31	Farmville, Town of	Middle Swamp Sanitary Sewer Outfall Relocation	$4,431,000	$0	$0	$0	$4,431,000	Pitt
34	Selma, Town of	Collection System Improvements	$0	$0	$0	$8,250,000	$8,250,000	Johnston
35	Jamesville, Town of	WWTP upgrade	$0	$0	$0	$3,816,250	$3,816,250	Martin
36	Tabor City, Town of	WWTP Upgrades Phase 3	$0	$0	$0	$5,089,000	$5,089,000	Columbus
37	Brevard, City of	Sewer Pump Station Rehabilitation and Replacement	$0	$0	$0	$2,873,000	$2,873,000	Transylvania

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
38	Garland, Town of	Wastewater Treatment Plant Improvements	$0	$0	$0	$2,880,000	$2,880,000	Sampson
41	Jamesville, Town of	Sewer System Rehabilitation	$0	$0	$0	$3,344,665	$3,344,665	Martin
44	Thomasville, City of	Rains Road PS Upgrade	$0	$0	$0	$4,000,000	$4,000,000	Davidson
254	Wilkesboro, Town of	Wilkesboro Cub Creek WWTP Expansion	$0	$0	$0	$15,000,000	$15,000,000	Wilkes
45	River Bend, Town of	WWTP Enhancements	$0	$0	$0	$9,108,500	$9,108,500	Craven
47	Tabor City, Town of	Sanitary Sewer Improvements	$0	$0	$0	$6,375,000	$6,375,000	Columbus
48	Tyrrell County	Old Hwy 64 Sewer Extension	$0	$0	$0	$5,000,000	$5,000,000	Tyrrell
49	Eden, City of	N. Aeration Basin Repair Renovations	$0	$0	$0	$9,148,000	$9,148,000	Rockingham

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
51	Oxford, City of	Sewer System Improvements and Enhancement, Phase 5	$0	$0	$0	$5,000,000	$5,000,000	Granville
52	Chadbourn, Town of	2022 Sewer Collection System Improvements	$0	$0	$0	$4,860,000	$4,860,000	Columbus
53	Henderson, City of	Sandy Creek Basin Sewer Rehab	$0	$0	$0	$5,000,000	$5,000,000	Vance
54	Southern Pines, Town of	Southern Pines Sewer Rehabilitation and Replacement	$0	$0	$0	$4,999,950	$4,999,950	Moore
55	Troutman, Town of	Sewer Collection Rehabilitation	$0	$0	$0	$1,655,000	$1,655,000	Iredell
56	Claremont, City of	PS Improv-Elimination Proj.	$0	$1,338,670	$0	$0	$1,338,670	Catawba
59	Robersonville, Town of	WWTP Improvements	$0	$0	$0	$6,000,000	$6,000,000	Martin
60	Farmville, Town of	Housing Authority SS Improvements	$0	$0	$0	$3,580,000	$3,580,000	Pitt

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
68	Mount Airy, City of	WWTP Planning Grant	$0	$0	$200,000	$0	$200,000	Surry
99	Beaufort, Town of	WW PS Improvements PCPG	$0	$0	$225,000	$0	$225,000	Carteret
141	Littleton, Town of	Pump Station Rehabilitation Planning	$0	$0	$276,500	$0	$276,500	Halifax
145	Scotland County	Wagram WWTP Evaluation, Planning & Upgrade	$0	$0	$400,000	$0	$400,000	Scotland
156	Washington, City of	Cherry Run PS & 5th St FM Replacement PCPG	$0	$0	$250,000	$0	$250,000	Beaufort
182	Lexington, City of	LRWWTP Solids Handling Improvements PCPG	$0	$0	$400,000	$0	$400,000	Davidson
203	Warren County	Pleasant Hill Pump Station Replacement	$0	$0	$155,500	$0	$155,500	Warren
206	Conover, City of	North East WWTP Improvements	$0	$0	$400,000	$0	$400,000	Catawba

Table 12. Wastewater Projects Funded from the State Reserve Program as Approved on July 14, 2022								
Proj No.	**Applicant Name**	**Project Name**	**Grant from State Reserve ARPA At-Risk**	**Grant from State Reserve ARPA All Other Systems**	**Grant from State Reserve ARPA Study Grants**	**Grant from State Reserve (SL 2022-74)**	**Total Funding Amount from State Reserves**	**County**
213	Kinston, City of	Oliver Glass Sew Imprv Prelim-Eng	$0	$0	$400,000	$0	$400,000	Lenoir
220	Sanford, City of	Sanford WWTP Expansion PCPG	$0	$0	$400,000	$0	$400,000	Lee
227	High Point, City of	White Mill Pump Station, Force Main Extension, and LaSalle Siphon Improvements Preliminary Engineering	$0	$0	$400,000	$0	$400,000	Guilford
238	Warren County	Eatons Ferry Sewer Extension Pre-Construction Planning Grant	$0	$0	$400,000	$0	$455,000	Warren
247	Washington, City of	WWTP Expansion Study PCPG	$0	$0	$400,000	$0	$400,000	Beaufort
Total Funded Wastewater Projects from SRP:			**$62,527,420**	**$28,762,515**	**$4,307,000**	**$105,979,365**	**$201,576,300**	

Table 13. Clean Water State Revolving Fund (CWSRF) Project Funding Approved on July 14, 2022							
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – Principal Forgiveness**	**Funding Amount – Loan**	**Funding Amount – Loan from Green Project Reserve**	**Total Funding Amount from CWSRF**	**County**
1	Siler City, Town of	Sewer Rehabilitation	$0	$2,000,000	$0	$2,000,000	Chatham
11	Bailey, Town of	Sanitary Sewer Improvements	$82,500	$0	$0	$82,500	Nash
12	Hertford, Town of	Collection System Improvements	$73,290	$0	$0	$73,290	Perquimans
13	Mount Olive, Town of	Collections System Rehab & Replc	$500,000	$500,000	$0	$1,000,000	Wayne
15	Yadkin Valley Sewer Authority	2022 Collection System Improvements	$181,200	$0	$0	$181,200	Surry
17	Clinton, City of	WWTP Electrical Service Resiliency and Reliability Improvements	$0	$1,179,000	$0	$1,179,000	Sampson
18	Bryson City, Town of	WWTP Improv.	$500,000	$1,498,400	$0	$1,998,400	Swain
22	Fairmont, Town of	Fairmont Collection System Rehabilitation	$230,333	$0	$0	$230,333	Robeson
27	Morehead City, Town of	2022 ARPA WWTP Improvements Project	$500,000	$500,000	$0	$1,000,000	Carteret
28	Graham, City of	WWTP Improvements	$500,000	$29,500,000	$0	$30,000,000	Alamance
39	Mount Olive, Town of	WWTP Improv.	$500,000	$6,100,770	$0	$6,600,770	Wayne
44	Thomasville, City of	Rains Road PS Upgrade	$500,000	$500,000	$0	$1,000,000	Davidson

Table 13. Clean Water State Revolving Fund (CWSRF) Project Funding Approved on July 14, 2022							
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – Principal Forgiveness**	**Funding Amount – Loan**	**Funding Amount – Loan from Green Project Reserve**	**Total Funding Amount from CWSRF**	**County**
254	Wilkesboro, Town of	Wilkesboro Cub Creek WWTP Expansion	$500,000	$11,500,000	$0	$12,000,000	Wilkes
46	Pilot Mountain, Town of	WWTP Upgrades	$500,000	$1,422,000	$0	$1,922,000	Surry
51	Oxford, City of	Sewer System Improvements and Enhancement, Phase 5	$500,000	$4,061,720	$0	$4,561,720	Granville
55	Troutman, Town of	Sewer Collection Rehabilitation	$0	$687,500	$0	$687,500	Iredell
58	Clinton, City of	E. Carter Street Pump Station Relocation and Replacement	$0	$2,354,000	$0	$2,354,000	Sampson
61	Pilot Mountain, Town of	Collection System Rehabilitation	$500,000	$6,313,500	$0	$6,813,500	Surry
62	Laurinburg, City of	Leith Creek WWTP Influent Pump Station	$0	$10,315,000	$0	$10,315,000	Scotland
63	Maxton, Town of	WW PS Rehab.	$0	$7,033,500	$0	$7,033,500	Robeson
128	Hobgood, Town of	Stormwater Quality/Detention Struct. and Drainage Improv.	$0	$0	$2,793,770	$2,793,770	Halifax

Table 13. Clean Water State Revolving Fund (CWSRF) Project Funding Approved on July 14, 2022							
Proj No.	**Applicant Name**	**Project Name**	**Funding Amount – Principal Forgiveness**	**Funding Amount – Loan**	**Funding Amount – Loan from Green Project Reserve**	**Total Funding Amount from CWSRF**	**County**
139	Cumberland County	Ann Street Landfill Sediment Ponds No. 2 and 3 Improvements	$0	$0	$1,763,374	$1,763,374	Cumberland
142	Claremont, City of	Lyle Creek Basin Outfall - Transformational	$0	$0	$9,212,700	$9,212,700	Catawba
Total CWSRF Funding Approved:			**$5,567,323**	**$85,465,390**	**$13,769,844**	**$104,802,557**	

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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
P.O. Box 8
Holly Springs, NC 27540

Project Number(s): SRP-D-ARP-0230
Assistance Listing Number: 21.027
Unique Entity ID Number: MP9LETMPMFF9

Funding Program

		Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	☒			
Stormwater	☐			
Wastewater	☐			
State Revolving Fund-Repayable Loan	☐			
State Revolving Fund-Principal Forgiveness	☐			
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)	☐			
American Rescue Plan Act - SRP-ARPA	☒			$6,000,000

Project Description:

Sanford Water Filtration Facility (WFF) Expansion

Total Financial Assistance Offer: **$6,000,000**
Total Project Cost: $168,920,000
Estimated Closing Fee*: --
For Loans
Interest Rate: -- Per Annum
Maximum Loan Term: --

**Estimated closing fee calculated based on grant and loan amount.*

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:
Shadi Eskaf
6300A872077B4C5...
Signature

3/6/2024
Date

On Behalf of: Town of Holly Springs
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 attached Assurances and the Standard Conditions.

Signature

Date

APPLICABLE STANDARD CONDITIONS
Project Applicant: Town of Holly Springs **Project Number(s):** SRP-D-ARP-0230

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 applicant 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. ARPA-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 funding 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 ARPA 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.

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ASSURANCES
Project Applicant: Town of Holly Springs **Project Number(s):** SRP-D-ARP-0230

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.

2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.

3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

4. The Applicant will provide and maintain adequate engineering supervision and inspection.

5. 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 years following completion of the project.

6. All ARPA 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 on this loan 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 of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

7. The applicant will 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 the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

8. Funds must be fully spent (i.e., fully disbursed to the recipient) by December 31, 2026.

9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

Resolution No. 24-10
Date Adopted: April 16, 2024
Effective Date: April 16, 2024

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

WHEREAS, the Town of Holly Springs has received funding from the American Rescue Plan Act (ARPA) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180/2022-74 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 Act (ARPA) funding in the amount of $6,00,000 to perform work 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 Act Grant offer of $6,000,000.

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, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this 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 16th day of April, 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
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)

Ordinance No. 24-08
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

CAPITAL PROJECT ORDINANCE
HOLLY SPRINGS, NORTH CAROLINA

SANFORD WATER FILTRATION FACILITY (WFF) EXPANSION
PROJECT # SRP-D-ARP-0230

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 is the Sanford Water Filtration Facility Expansion project (grant project number SRP-D-ARP-0230) to be financed by the federal American Rescue Plan Act (ARPA) grant funds, revenue bonds, utility reserves, and other utility fund revenue sources.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, grant documents, bond documents, and the budget contained herein.

SECTION III: The following amounts are appropriated for the project:

Conventional Treatment	$58,400,000
GAC Facility	$7,000,000
Total	**$65,400,000**

SECTION IV: The following revenues are anticipated to be available to complete this project:

ARPA Grant	$6,000,000
Town's Direct ARPA Grant	$2,500,000
Revenue Bond	$56,900,000
Total	**$65,400,000**

SECTION V: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

SECTION VI: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner.

SECTION VII: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant/bond revenues received or claimed.

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

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

The provisions of this ordinance shall become effective April 16, 2024, in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April 2024.

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#: 18.

Consent Agenda

Title: Sanford Water Filtration Facility (WFF) Conveyance to Fuquay-Varina and Holly Springs Easement and Land Acquisition

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

Staff Resource: Rachel Ingham, Utilities and Infrastructure, Seann Byrd, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure, Rachel Jones, Utilities and Infrastructure

Action(s):

Authorize the Town Manager to approve Temporary Construction and Permanent Easement and Land Acquisition expenditures and agreements within the existing project budget and ILA with the Town of Fuquay-Varina.

Explanation:

- This requested action will allow the Utilities & Infrastructure and Legal departments to evaluate property appraisals and pursue temporary construction and permanent utility easement and land acquisitions as estimated by the Sanford Water Filtration Facility (WFF) Conveyance to Fuquay-Varina and Holly Springs design plans.
- 90% design plans have been delivered, and the project is approaching the 100% design stage.
- The project requires easement acquisitions from approximately 71 parcels for the conveyance line and land acquisition from two parcels for the booster pump stations and ground storage facilities. These parcels are primarily residential properties with a few commercial parcels.
- Easement acquisitions for the project are being handled by Hazen and Sawyer and Right of Way Consultants for the Town of Fuquay-Varina and the Town of Holly Springs. Fuquay-Varina and Holly Springs are entering into an Interlocal Agreement (ILA) for cost sharing associated with the land acquisition, construction, and operations and maintenance of shared facilities. Fuquay-Varina will obtain the easements. Holly Springs will reimburse Fuquay-Varina for 37.5% of the cost for the shared transmission main easements and 50% of the cost for the shared distribution main easements from the booster pump station site to Piney Grove Wilbon Road.
- While easement acquisition occurs, design will continue, allowing for the full completion of the construction drawings.
- The project is projected to be issued for bid in 2024. Project completion is estimated to take 24 months.
- Of the total partnership costs, Holly Springs' portion is as follows:
    - $52.4 Million (without grants applied)

- $35 Million (with grants applied)

Background:

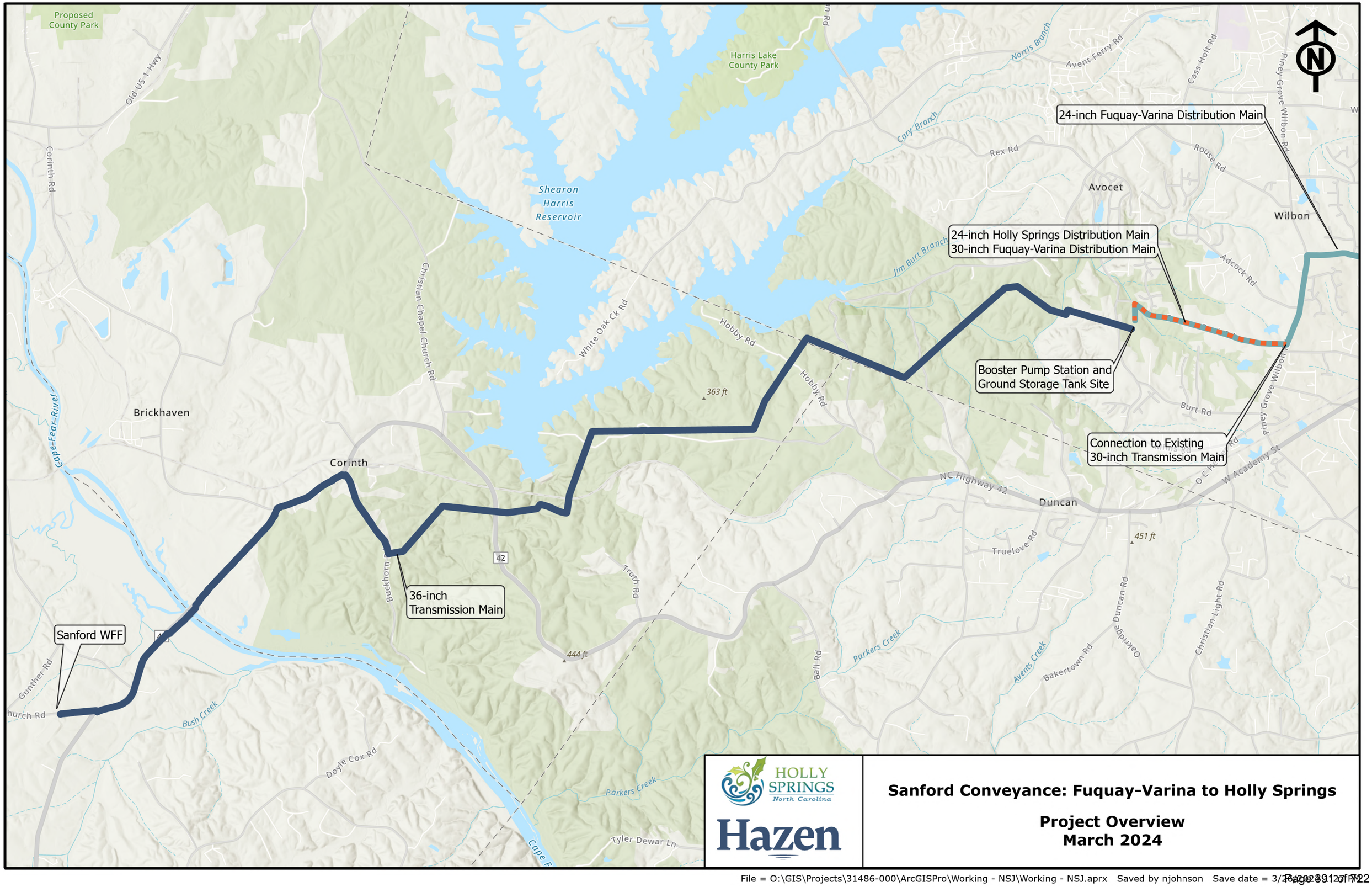
- On July 18, 2023, the Town Council approved an Interlocal Agreement (ILA) and a Construction Management Agreement between the Town of Holly Springs, the Town of Fuquay-Varina, the Town of Pittsboro, and the City of Sanford for the expansion, management, and operation of the regional Sanford WFF. Holly Springs purchased capacity in the expanded Sanford WFF is 4 million gallons per day (MGD).
- In order for Holly Springs to utilize the additional water supply from Sanford, construction of water mains is needed to convey the water from Sanford to potential partners.
- On September 6, 2022, the Town Council approved a Memorandum of Understanding (MOU) with the Town of Fuquay-Varina to participate in the design of new waterlines, booster pump stations, and ground storage facilities to convey water from the expanded Sanford WFF to the Fuquay-Varina and Holly Springs water distribution systems.
- Partnering in this project reduces the financial impact on the Town of Holly Springs because costs are shared between municipalities. The partnership also minimizes the environmental impacts of the project by constructing a shared 13-mile transmission main from Lee County to Wake County.
- Holly Springs will own a 6 million gallon per day (MGD) capacity in the transmission main (37.5%) while Fuquay-Varina will own 10 MGD capacity in the transmission main (63.5%). Fuquay-Varina and Holly Springs will share ownership of two 1.5-million gallon ground storage tanks, providing redundancy and resiliency to the water conveyance system in the event of maintenance or emergency. Each municipality will own and operate individual booster pump stations and individual distribution mains connecting to respective water systems.

Funding Source(s):

Community Investment Plan - Revenue Bonds / Grants

Attachment(s):

1. Overview March 2024



HOLLY SPRINGS North Carolina

Hazen

Sanford Conveyance: Fuquay-Varina to Holly Springs

Project Overview
March 2024

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Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

Consent Agenda
Title: Wake County Community Development Block Grant Cooperation Agreement Extension
Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly
Engaged, Healthy, & Active Community
Staff Resource: Sean Ryan, Development Services

Action(s):
Support automatic renewal of the Wake County Community Development Block Grant Cooperation Agreement for three years (2025-27)

Explanation:

- Wake County is in the process of renewing "Urban County" status with the United States Department of Housing and Urban Development (HUD).
- Status allows Wake County to be an entitlement community and receive federal Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA) and Emergency Solutions Grant (ESG) funds. Entitlement communities receive automatic funding and are allowed to develop their own programs and funding priorities led by Wake County in partnership with participating municipalities.
- There is no cost to the Town to participate in the entitlement program.
- These funds are spent in towns that are part of the entitlement throughout the county.
- Wake County has invited the Town of Holly Springs to continue to be part of the entitlement and to continue receiving the benefits of the funds brought to the County through the entitlement.
- Attached is the FFY 2025-27 agreement. The agreement automatically renews for three years, unless the Town elects to no longer be part of the entitlement. Electing to discontinue membership in the Wake County entitlement will result in reduced or eliminated housing services in Holly Springs.
- From 2012-present, $5,959,187 has been allocated in Holly Springs. The expenditures are listed in an attachment.
    - The largest amount of funding has been allocated to the DHIC project on N Main Street/Sportsmanship Way.
    - For the current 3-year term, 2022-2024, there have been 3 Elderly & Disabled Home Repairs for a total of $54,940 and a 4th application is pending.
- Staff reviews the effectiveness of participation in the program at each renewal period and believes participation in the program continues to provide the most benefits to town residents. As such, staff recommends approval of the automatic renewal for three years (2025-27).

Background:

- On June 19, 2018, the Town Council approved the Wake County Community Development Block Grant Cooperation Agreement.
- Wake County encourages each municipality within its boundaries to participate under the Wake County umbrella, for successive 3-year increments.
- Participation allows participating jurisdictions funds for repairs to homes for qualifying elderly and disabled and affordable housing funds for developers.

Funding Source(s):

N/A

Attachment(s):

1. Holly Springs Town Letter
2. Holly Springs Summary of Expenditure

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tel 9198565689
fax 9198565594

Front Office
Wake County Office Bldg., 336 Fayetteville St., Suite 440
P.O. Box 550• Raleigh, NC 27602
www.wakegov.com

Housing Affordability & Community Revitalization

April 1, 2024

Mr. Chris Hills, Development Services Director
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540

Dear Mr. Hills,

Wake County is in the process of renewing its Urban County status with the United States Department of Housing and Urban Development (HUD). This designation enables Wake County to function as an entitlement community, thereby qualifying for federal grant funding. Currently, Wake County is a recipient of four HUD grants: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grant (ESG). The allocation of these funds benefit participating towns within the county.

The CDBG funds are dedicated to community development programs that assist low-income families. These initiatives include housing rehabilitation, community improvements, and promoting homeownership opportunities. The HOME program focuses on the development of affordable housing. HOPWA and ESG grants are essential in providing housing support services to some of the most vulnerable residents in our population.

We extend an invitation to the town to remain as a part of this entitlement and continue receiving the benefit these funds bring to the county through the entitlement. Enclosed is a detailed summary of the CDBG and HOME fund expenditures for the Town of Holly Springs, covering the period from 2012 to present.

The cooperation agreement with Wake County will be automatically renewed for three years, 2025-2027, unless the town elects it's right to no longer be part of the entitlement. Electing to discontinue membership in the Wake County entitlement could lead to a significant reduction or complete cessation of housing services in your town. If the Town of Holly Springs wishes to continue this partnership, please respond with a letter signed by the Town Manager or Mayor affirming the town's intention to remain within the Wake County entitlement. We request a confirmation letter sent by **May 1, 2024**.

For any inquiries or further clarification, please feel free to contact Diana Youssef, Housing Grants Administrator, at (919) 508-0781 or via email at Diana.Youssef@wake.gov. We look forward to continuing to work with you to address the housing and community development needs of our low- and moderate-income residents.

Sincerely,

DocuSigned by:
Alicia Arnold
CECFABBD848D4A6...

Alicia Arnold
Deputy Housing Director
Wake County Housing Affordability & Community Revitalization

WAKE COUNTY
NORTH CAROLINA

Housing Affordability & Community Revitalization

tel 9198565689
fax 9198565594

Front Office
Wake County Office Bldg., 336 Fayetteville St., Suite 440
P.O. Box 550• Raleigh, NC 27602
www.wakegov.com

To: Chris Hills, Development Services Director, Town of Holly Springs

From: Diana Youssef, Housing Grants Administrator

Date: April 1, 2024

RE: HUD CDBG, HOME, and Wake County expenditures in Holly Springs (2012-present)

The table provided outlines the successful projects achieved through the allocation of federal Community Development Block Grant (CDBG), HOME, and Wake County housing funds in Holly Springs over the last 12 years. These funds have been used to benefit families with low-moderate incomes.

TOWN OF HOLLY SPRINGS PROJECTS (2012-present)

	Project Name	Amount
1	Hollywoods at Sunset Lake -64 units for families	640,000
2	Elderly & Disabled home repair grant (14 families)	282,212
3	Emergency Home repair grant (2 families)	11,975
4	Habitat for Humanity of Wake County - 3 lot acquisition	75,000
5	Sportsmanship Way Affordable Housing Development(underdevelopment)	4,950,000
	TOTAL	$5,959,187

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

Consent Agenda
Title: Amendment to Yard Waste Ordinance - Appeals Process
Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth
Safe & Friendly
Staff Resource: Lindsay Goldstein, Paralegal

Action(s):
Adopt Ordinance 24-07 amending Chapter 14 - Public Works, Article II - Yard and Leaf Waste, White Goods, and Bulky Trash Collection.

Explanation:

- At the March 8, 2022, Workshop, Council supported moving to a cart program for yard and leaf waste collection, which was then included in the Fiscal Year 2024 budget.
- On October 17, 2023, the Council approved and adopted Ordinance No. 23-36, amending Chapter 14 in preparation for the roll-out of the new cart model program.
- The amendments contain a structure to assess fines and fees associated with non-compliance; however, they do not provide a mechanism for residents to contest cited violations.
- Residents wishing to do so may appeal any contested violation to the Yard and Leaf Waste, White Goods & Bulky Trash Appeal Review Committee (a three member committee appointed by the Town Manager).
- Residents may be found in violation for improperly prepared leaf and yard waste (i.e. unacceptable items commingled with the leaf and yard waste in the cart, or yard waste in the street/gutter), overloaded yard and leaf waste carts, and for failure to place carts appropriately for collection.

Background:

- The Town Council approved a plan to move to the cart model for yard waste removal for several reasons:
    - Compliance with Federal Stormwater Permit(s);
    - Reduced flooding on private property resulting from yard debris clogging storm drains;
    - Safer and cleaner streets and improved neighborhood aesthetics;
    - Reduced equipment failures;
    - Safer employee work environment; and
    - The new service model can scale with the Town's growth.

Funding Source(s):

N/A

Attachment(s):

1. 24-07 Ordinance - Yard Waste Part II 2024 TOWN COUNCIL EDITION

Ordinance No. 24-07
Date Submitted: April 16, 2024
Date Adopted: April 16, 2024

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: Adding Section 14-41. Appeal Process to read as follows, with additions indicated with underline, and deletions indicated with ~~strikethrough~~:

Section 14-41. Appeal Process.

(a) General Provisions: To appeal a citation, a person must either file an appeal online or mail the appeal as provided in Sec. 14-41(b) below. The appeal shall include all the information required by this Section ("Complete Appeal"). All Complete Appeals will be considered by a duly assigned staff member of the Town ("the Town"). Any request for further review and/or hearing pursuant to subsections (c) and (d) of this Section shall be heard by the Yard and Leaf Waste, White Goods and Bulky Trash Appeal Review Committee ("the Committee"), a three (3) person committee comprised of members appointed by the Town Manager.

(b) Appeal Filing Requirements: A Complete Appeal requires that all informational fields in the appeal application be fully and timely completed, and that the appeal applicant timely provide proof of residency and a photograph/photocopy of the citation being appealed. The appeal applicant may also timely provide any further documentation that s/he would like considered. The Complete Appeal must be filed within fifteen (15) days of issuance of a citation. A person may receive a copy of the appeal application and file a Complete Appeal by accessing the appropriate link on the Town of Holly Springs website, https://www.hollyspringsnc.gov/. Alternatively, appeal applicants may print and mail the Complete Appeal to: Yard and Leaf Waste, White Goods and Bulky Trash Appeal, ATTN Public Works Department, 101 Thomas Mill Road, Holly Springs, North Carolina 27540. A mailed Complete Appeal must be received by the Public Works Department within fifteen (15) days of the issuance date of the citation. The appeal applicant will be notified of the Town's determination by e-mail within thirty (30) days of the filing of the Complete Appeal. If the Complete Appeal is granted, the citation shall be dismissed. If the Complete Appeal is denied, the appeal applicant shall pay the violation amount specified on the citation within fifteen (15) days of the date of notice of denial ("Denial Letter").

(c) Fees and Fines During Appeal: If an appeal applicant timely files a Complete Appeal, the fine owed and the time period in which to pay shall be tolled. The fine shall be tolled until such time

as a final disposition by the Town or the Committee has been made and the time allotted to further appeal has expired. If the appeal applicant is successful in their appeal, the fine shall be dismissed. If the appeal applicant's appeal is denied, and appeals further but the further appeal is also denied, the appeal applicant shall have seven (7) days after the time for further appeal expires to pay the fine owed. Failure to file a Complete Appeal or to pay a fine in the time allotted may subject a person to further fines, fees, and penalties.

(d) Request for Further Review and/or Hearing: A Complete Appeal as described in subsection (b) of this Section must be exhausted before an appeal applicant can request further review or a hearing before the Committee. Persons who have filed a Complete Appeal which is denied may file a Request for Further Review within seven (7) days of the date of the denial of the Complete Appeal. The Request for Further Review shall be e-mailed to the person listed in the Denial Letter and shall clearly state the grounds on which the appeal applicant is requesting further review. No grounds or evidence not included in the originally submitted Complete Appeal pursuant to subsection (b) of this Section shall be considered. If the appeal applicant requests a hearing, the appeal applicant shall state the same in the Request for Further Review, along the reasons for requesting a hearing. The Committee shall have sole discretion in granting or denying hearings.

(e) Hearings: Any hearing before the Committee shall be conducted according to this Section and shall be an informal administrative hearing held at the Town Hall. The appeal applicant may present both documentary evidence and testimony, however, the appeal applicant shall be required to provide the Town with copies of all proposed documents and a list of potential witnesses at least five (5) business days prior to the hearing date, and no documents or other evidence not originally submitted with the Complete Appeal pursuant to subsection (b) of this Section shall be considered. The Committee shall issue a written decision within thirty (30) days of the completion of the hearing, or within thirty (30) days of the filing of the Request for Further Review if no hearing is granted by the Committee. The Committee shall be charged with creating more detailed operating procedures which are not inconsistent with this Section.

Adopted this, the 16th day of April 2024.

Town of Holly Springs by **ATTEST**:

_____ _____

Sean Mayefskie, Mayor Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 21.

Public Hearings
Title: 11623 Holly Springs New Hill Rd. - Voluntary Annexation A23-06 - Legislative Public Hearing
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Aaron Prichard, Development Services

Action(s):

1. Conduct legislative Public Hearing.
2. Adopt Annexation Ordinance A23-06.

Explanation:

- The Town has received a petition for voluntary annexation of 12.67 +/- acres located at 11623 Holly Springs New Hill Road.
- This piece of land is part of the Oakview Innovation Technology Park project.
- The owner of the property is Chandler Ventures, LLC.
- The parcel is being annexed prior to development.
- Staff requested feedback from all departments and there were no issues with this annexation.

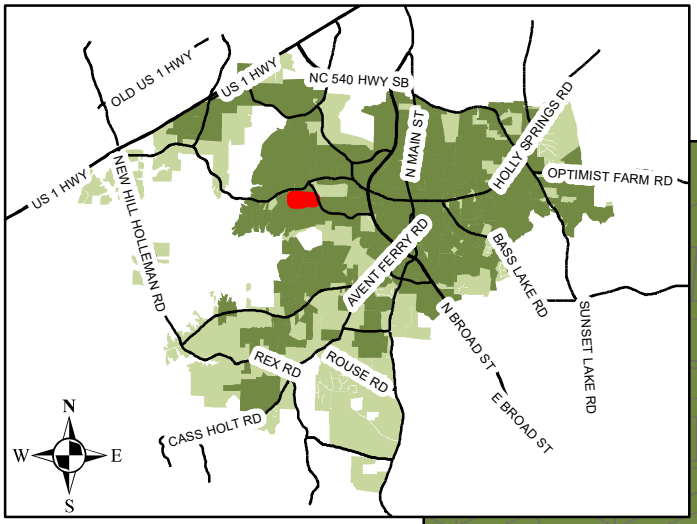
Background:

- The property is contiguous with town limits.
- The property meets all statutory requirements for annexation.

Funding Source(s):
N/A

Attachment(s):
1. A23-06 map_updated
2. 24-06 Resolution of Sufficiency Annexation A23-06
3. A23-06 - 11623 HS New Hill Rd - Ordinance - Draft

A 23-06 | 11623 Holly Springs New Hill Rd | 12.67 Ac.



Legend

- Annexation Property Site
- Town Limits
- ETJ

Document Path: Z:\GIS\Candace\2024_Maps\2024_Annexation Location Map.mxd

Resolution No. 24-06
Date Adopted: March 19, 2024
Annexation No.: A23-06

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 a Capped 5/8 Inch Iron Rod found, having North Carolina State Plane coordinates of N:693,585.66 feet, E: 2,037,739.02 feet, a common corner with Cardinal Property Owner, LLC recorded in Deed Book 19224, Page 2114 and shown as Lot 2B recorded in Book of Maps 2021, Page 2114 of the Wake County Registry and being a corner in the line of FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry, thence South 87°49'44" East, 1,958.66 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Helix Ventures, LLC recorded in Deed Book 17498, Page 2164 and shown as Lot 6 recorded in Book of Maps 2021, Page 1163 of the Wake County Registry, passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,552.27 feet and passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,780.97 feet; thence South 1°19'58" West, 187.77 feet to a 1/2 Inch Iron Rod found, a common corner with Seqirus Inc. recorded in Deed Book 16104, Page 1384 of the Wake County Registry; thence North 88°27'36" West, 1,154.41 feet to a 1 Inch Iron Pipe found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry, passing through an Iron Pipe found, on line, at 492.44 feet; thence South 4°16'45" East, 205.55 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry and with FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 87°17'52" West, 842.30 feet to a Capped 5/8 Inch Iron Rebar set in the line of

FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 3°55'06" East, 397.08 feet to the **Point of Beginning,** containing 12.67 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, April 16, 2024.

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 19th day of March, 2024.

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk

Annexation Ordinance No.: **A23-06**

Please mail after recordation to:
Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

An Ordinance to Extend the Corporate Limits of the Town of Holly Springs, North Carolina

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 16th day of April, 2024.

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps ___, Page ___ in the Wake County Register of Deeds office and described as follows:
Beginning at a Capped 5/8 Inch Iron Rod found, having North Carolina State Plane coordinates of N:693,585.66 feet, E: 2,037,739.02 feet, a common corner with Cardinal Property Owner, LLC recorded in Deed Book 19224, Page 2114 and shown as Lot 2B recorded in Book of Maps 2021, Page 2114 of the Wake County Registry and being a corner in the line of FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry, thence South 87°49'44" East, 1,958.66 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Helix Ventures, LLC recorded in Deed Book 17498, Page 2164 and shown as Lot 6 recorded in Book of Maps 2021, Page 1163 of the Wake County Registry, passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,552.27 feet and passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,780.97 feet; thence South 1°19'58" West, 187.77 feet to a 1/2 Inch Iron Rod found,

a common corner with Seqirus Inc. recorded in Deed Book 16104, Page 1384 of the Wake County Registry; thence North 88°27'36" West, 1,154.41 feet to a 1 Inch Iron Pipe found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry, passing through an Iron Pipe found, on line, at 492.44 feet; thence South 4°16'45" East, 205.55 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry and with FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 87°17'52" West, 842.30 feet to a Capped 5/8 Inch Iron Rebar set in the line of FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 3°55'06" East, 397.08 feet to the Point of Beginning**,** containing 12.67 acres, more or less.

Adopted this, the 16th day of April 2024.

ATTEST TO:

Linda C. McKinney, Town Clerk	Sean Mayefskie, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held April 16, 2024, at 7 o'clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 16th day of April 2024.

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 22.

Public Hearings

Title: Eagles Landing Park Rezoning 23-REZ-06 and Comprehensive Plan Amendment 23-CPA-04 - Legislative Public Hearing

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

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

Action(s):

- Conduct Legislative Public Hearing.
- Adopt Ordinance RZ24-03 to adopt the statement of compatibility and approve Rezoning and Comprehensive Plan Amendment.

Explanation:

- The Town has received a Rezoning request for rezoning from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District to allow for the construction of a new Town Park (Eagles Landing Park) located off of Cass Holt Rd.
- The project is located on 55.18 acres at 5420 & 5508 Cass Holt Rd.
- The proposed park amenities include a new recreation center with four (4) multi-purpose gymnasiums and inter-generational recreation features; outdoor courts, turf fields, picnic shelter, skate park, splash pad, greenway loop trail and other site improvements.
- If the rezoning is adopted, the rezoning has the effect of also amending the Future Land-use Map.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (9-0)
A summary of the Planning Board discussion is in the staff report.

Background:

- Parcel was zoned R-30 (reassigned to RR Rural Residential) on January 17, 2006, when the property was added to the Town's Extra Territorial Jurisdiction (ETJ).
- In December 2019, the Town purchased property totaling 55.9 acres at 5508 Cass Holt Rd. The parcel was annexed into the town limits on September 1, 2020.

Funding Source(s):
N/A

Attachment(s):

1. 23REZ06_EaglesLandingPark_TC041624
2. 23REZ06_EaglesLandingPark_Ordinance
3. 23CPA04_EaglesLanding_Applications
4. 23REZ06_EaglesLandingPark_Applications
5. 23REZ06_EaglesLandingPark_DesignManual
6. 23REZ06_EaglesLandingPark_Plans

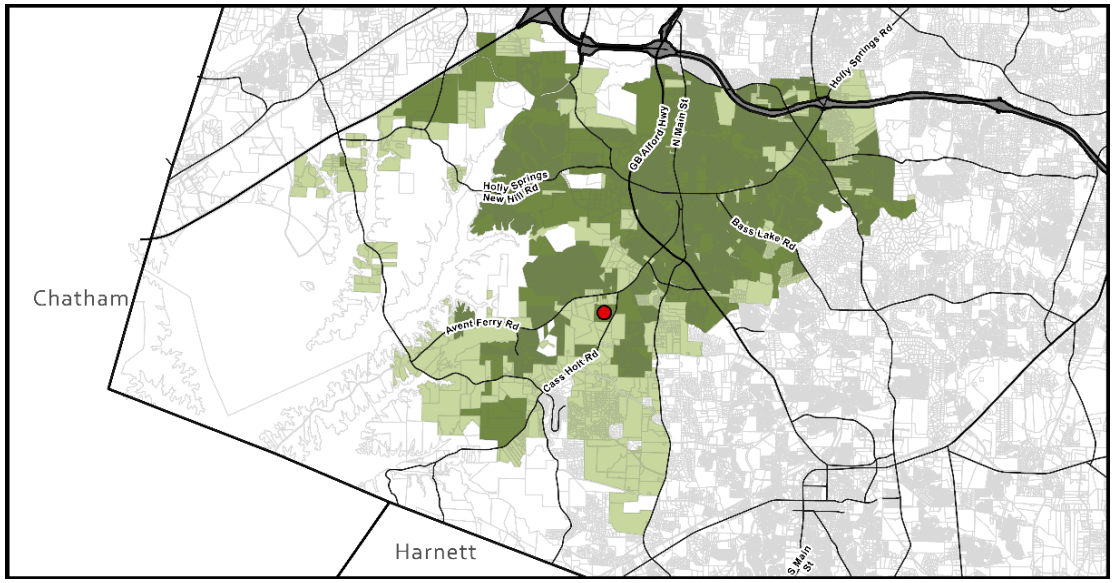
Project Type: Zoning Map Amendment (Rezoning)

Concurrent Applications:
☒ 23-CPA-04

Applicant / Petitioner:
Rachel Watson / CLH Design
(See Petition)

Property Address:
5508 & 5420 Cass Holt Rd.

Property Area: 56 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:
A rezoning of 56 acres from RR Rural Residential to RR-CD Rural Residential Conditional District location at 5420 & 5508 Cass Holt Rd.

Requested Action:
Legislative Decision: The Town Council must hold a Legislative public hearing to receive public comments regarding the proposal and make a determination on whether or not to approve the policy or modification.

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Land Use & Character Information	Page 4
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Parks, Recreation, & Greenways Information	Page 9
Community Facilities Information	Page 10
Utility & Infrastructure Information	Page 11
Natural Resources & Open Space Information	Page 13
Conditional Zoning District Information	Page 14
Decision-Making Information	Page 17

Case Summary

Current Zoning:
RR Rural Residential

☐ Conditional Zoning District

Proposed Zoning:
RR Rural Residential

☒ Conditional Zoning District

Aerial Photograph

Growth Strategy Map:
Places to Enhance
Places to Transform

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Mixed Residential Neighborhood
Neighborhood Center

Staff Analysis:

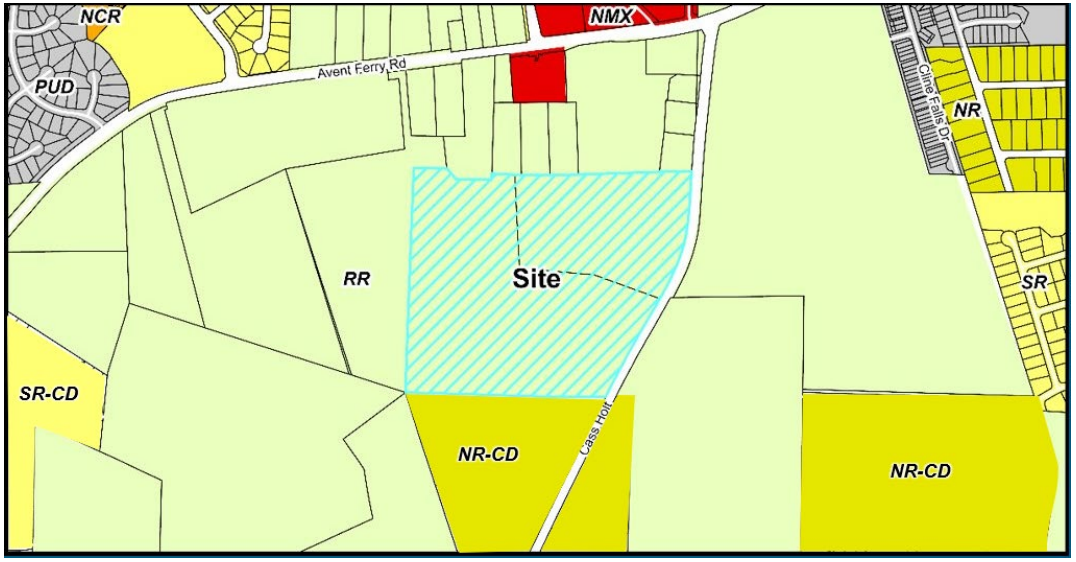
The requested Zoning Map Amendment is: ☐ Consistent with Adopted Plans ☒ Inconsistent with Adopted Plans

The Town designates Parks as Natural Areas on the Future Land Use Map and while the requested zoning district is technically inconsistent with the current Future Land Use designations of Mixed Residential Neighborhood and Neighborhood Center, the proposed rezoning would allow for the implementation of several goals outlined in Section 3 of the Comprehensive Plan, Parks, Recreation and Greenways Master Plan and fulfills the goals of the Town Council to provide park and recreation space west of NC 55. The proposed Conditional Zoning District offers a use that is complementary to the goals of Mixed Residential Neighborhoods and Neighborhood Centers and is providing enhanced buffers, including the utilization of existing tree stands, to help reduce the potential impacts to adjacent properties. The proposed rezoning is reasonable and in the public interest as it will provide a community facility to the entire Town of Holly Springs.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0648333740	RR	17.66 ac.
0648239301	RR	38.24 ac.
	Total Area	**55.9 ac.**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	Vacant / Single Family Home
North	RR Rural Residential	Vacant / Single Family Homes
South	RR Rural Residential	Vacant / Agricultural
East	RR Rural Residential	Vacant / School
West	RR Rural Residential	Vacant

Parcel Rezoning History

Rezoning Number: 06-01 (Establish ETJ)
Original Zoning: Wake County
Approved Zoning: R-30 (Reassigned to RR with new UDO)
Approval Date: January 17, 2006

Land Use & Character Information

Growth Strategy Map: Places to Enhance
Places to Transform

Future Land Use: Mixed Residential Neighborhood
Neighborhood Center

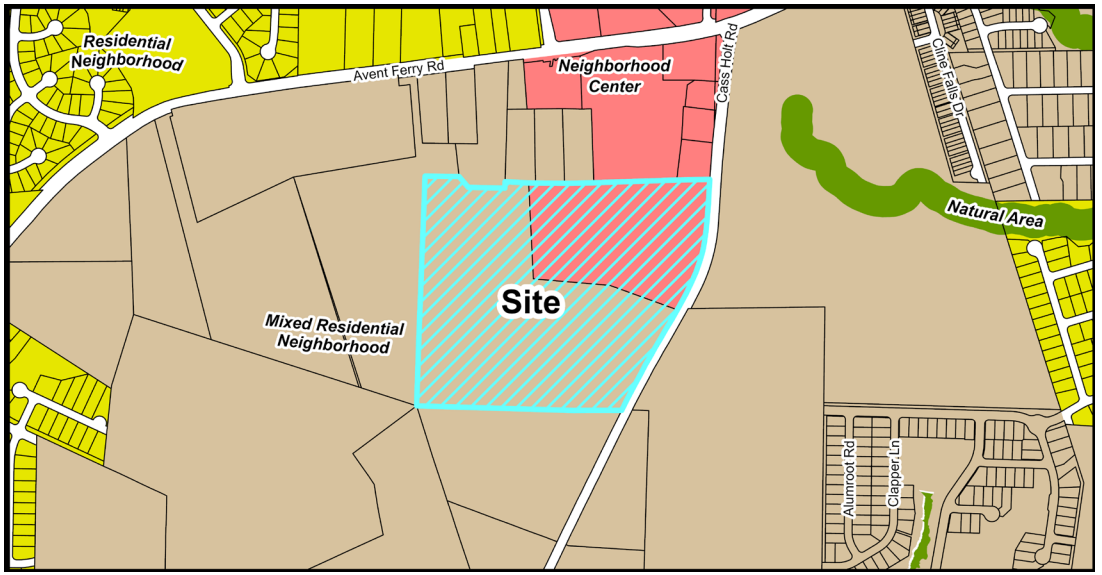
Small Area Plan: N/A

The Requested Zoning Map Amendment is:

☐ **Consistent with adopted plans**

☒ **Inconsistent with adopted plans**

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with adopted plans, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



Future Land Use Map

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:

Theme	Summary
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☒ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☐ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Enhance
Places to enhance in Holly Springs 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 with single dwelling detached homes on varying lot sizes, or Mixed Residential Neighborhoods with two or more home types (single dwelling detached, single dwelling attached, and multi dwelling) in the same development. Future infill development in the enhancement areas should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Growth Strategy Map: Places to Transform
Specific focus areas in Holly Springs 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. Some areas identified to transform over time will require redevelopment of existing suburban shopping centers or infill development in the Downtown Village District.

Future Land Use: Mixed Residential Neighborhood
A Mixed Residential Neighborhood includes several housing types — single dwelling detached, single dwelling attached, and multi-dwelling — that provide a range of home choices (densities) in the same neighborhood. This mixed approach allows residents at all stages of life, with different housing needs and preferences, to live in a multi-generational community for a lifetime. Residents can start in a smaller, less expensive option like an apartment or townhome early in life, and move to larger detached single dwelling homes on larger lots as their families grow and change. Empty nesters can downsize to a townhome or senior living option without ever leaving the neighborhood.

Future Land Use: Neighborhood Center
Small scale, Neighborhood Centers provide goods and services to surrounding neighborhoods. Their proximity to neighborhoods requires that operations be low-intensity, unobtrusive, and at a scale and design compatible with nearby residential development. The design of Neighborhood Centers transitions effectively between residential and nonresidential uses, and includes safe and convenient pedestrian and bicycle access for nearby residents. While this is primarily a commercial category, some Neighborhood Centers may include upper story residential or office. Sites also effectively minimize the impact of cut-through traffic on nearby neighborhood streets by orienting vehicle access and circulation away from adjacent neighborhoods.

Small Area Plan: N/A

Historic Structures: None

Future Land Use Staff Analysis:

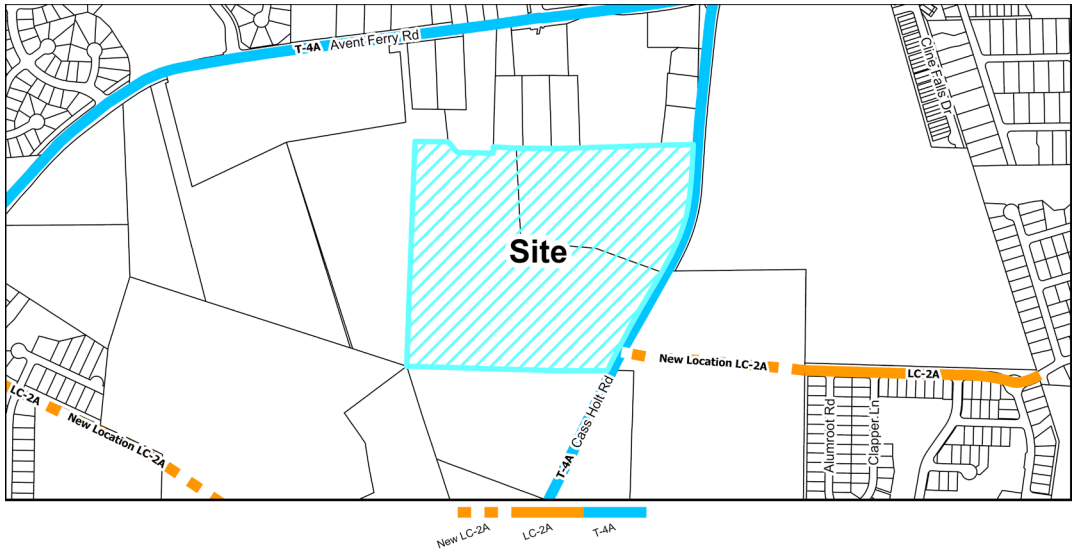
The requested Zoning Map Amendment is: ☐ Consistent ☒ Inconsistent

The Town designates Parks as Natural Areas on the Future Land Use Map and while the requested zoning district is technically inconsistent with the current Future Land Use designations of Mixed Residential Neighborhood and Neighborhood Center, the proposed Conditional Zoning District offers a use that is complementary to the goals of Mixed Residential Neighborhoods and Neighborhood Centers, such as providing a connected network of open spaces that provide gathering spaces, preserving large tree stands, and minimizing the impact of cut-through traffic. If the rezoning is adopted, the Future Land Use designation will be automatically changed to the consistent designation of Natural Area (Case # 23-CPA-04). Staff finds that the proposed Conditional Zoning District is reasonable and in the public interest as it will provide a community facility to the entire Town of Holly Springs.

Transportation Information

Comprehensive Transportation Plan

Road Widening along Project Frontage	☒ Required ☐ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:
In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening is required across the property frontage of Cass Holt Road to meet ½ of the ultimate cross-section. The development is proposing two driveway accesses along Cass Holt Road.

New Location Roadways:
There are no new public roads proposed with this development.

Hotspot/Safety Study Location:
The intersection of Avent Ferry Road at Cass Holt Road/Capeside Avenue is located north of the project area and was identified as a Hot Spot study location. The recommended near-term improvement is to limit Capeside Avenue to a right-in right-out configuration. The recommended long-term improvement is to realign either Capeside Avenue or Cass Holt Road to create a traditional, four-way intersection with a traffic signal.

Improvement Prioritization:
n/a

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required
☐Tier 1
☐Tier 2
☒Tier 3
☐Traffic Verification Memo

Traffic Study Summary
A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement 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 Access #1:
- Construct Site Driveway as full movement with one ingress, one egress lane, and a minimum internal protected stem length of 100'.
- Provide dedicated left-turn lane on northbound Cass Holt Rd with 50' of storage and appropriate taper.
- Provide a second southbound through lane on Cass Holt Road to comply with the CTP required frontage widening.
- Provide pedestrian crosswalks at this intersection.
- Install a traffic signal with pedestrian accommodations if approved by NCDOT.

Improvements Required at Cass Holt Road/ Site Access #2:
- Construct Site Driveway as full movement with one ingress, one egress lane under stop control with a minimum internal protected stem length of 100'.
- Provide dedicated left-turn lane on northbound Cass Holt Rd with 50' of storage and appropriate taper.
- Provide dedicated right-turn lane on southbound Cass Holt Rd with 50' of storage and appropriate taper.

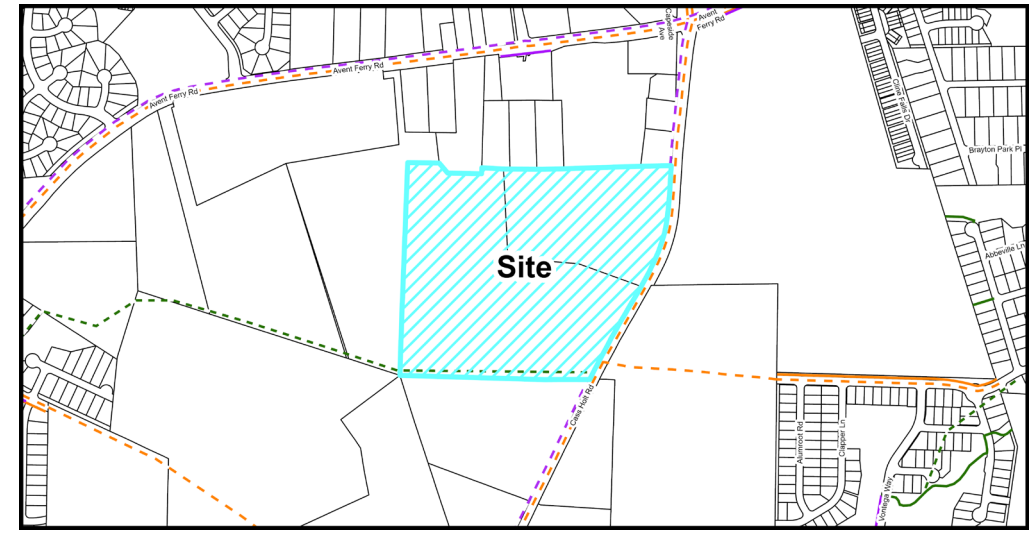
Transportation Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The Traffic Study and associated mitigation improvements are consistent with the Comprehensive Plan.

Parks, Recreation, & Greenways Information

Park Search Area ☐ Yes
☒ No



Active Transportation Map

Required Active Transportation Improvements
☒ Greenway ☒ Sidepath

The project is providing a meandering side path along Cass Holt Rd. as well as providing a greenway connection to adjacent properties to the South and West.

Parks, Recreation, & Greenways Summary

The Parks, Recreation and Greenways Master Plan identifies a need for additional parks and recreation opportunities for residents west of NC 55. A potential trailhead is indicated on the property and a greenway extending along the southern edge of the property which will eventually extend west towards Stonemont Subdivision.

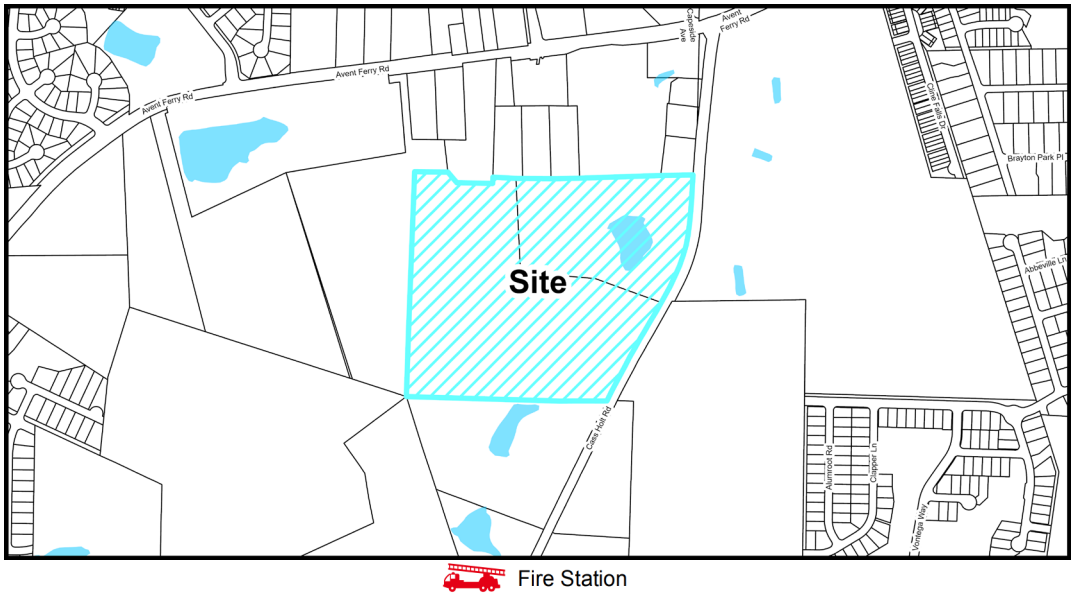
Parks, Recreation, & Greenways Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The proposed Conditional Zoning District would allow for the implementation of several goals outlined in Section 3 of the Comprehensive Plan, Parks, Recreation and Greenways Master Plan and fulfills the goals of the Town Council to provide park and recreation space west of NC 55.

Community Facilities Information

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

Community Facilities Staff Analysis:

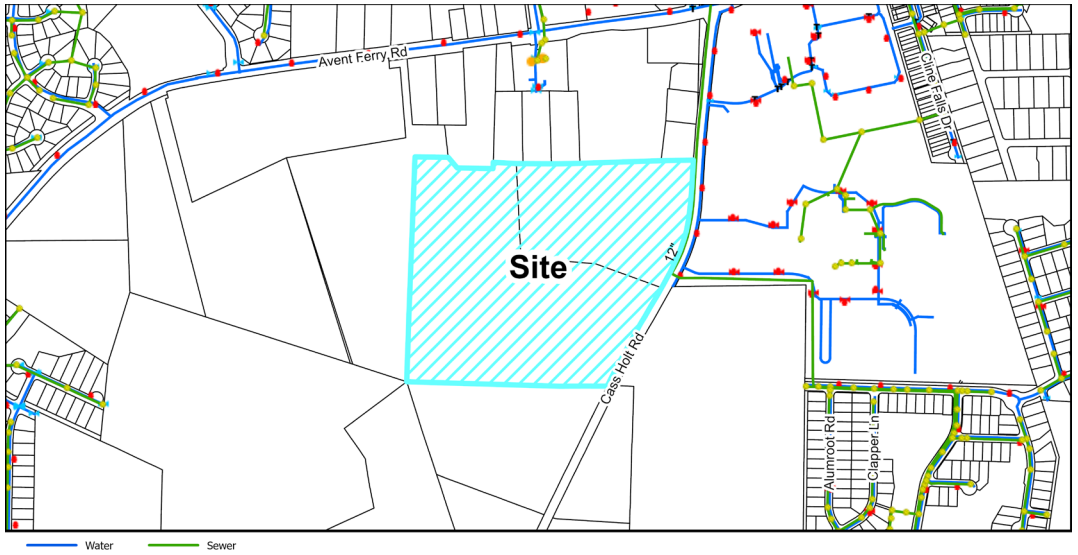
The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The project location is within existing service areas for the Town's public safety departments and does not exist within one of the search areas for a new public safety station shown on the Community Facilities Map.

Infrastructure & Utility Information

Utility Availability

Water	☒ Yes ☐ No ☐ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:

The project is required to tie to and extend Town water facilities to serve the proposed development. Watermains extensions are proposed along Cass Holt 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 Polices.

Sanitary Sewer:

While not currently available to the property, sewer service will be provided via an extension of a gravity sewer network ultimately draining to the existing Avent Ferry 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.

A downstream sewer study, including a pump station capacity analysis for the existing pump station, was completed with this rezoning. The study concludes the existing downstream sewer infrastructure and the existing pump station have adequate capacity to support the park.

Reclaim:

This project is located outside the Town's Reclaim Water Service Area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable
☐ WRMP Not Applicable

☒Tier 1
☐Tier 2
☐Tier 3

Allocation Elements
☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This development is subject to the Water Resource Management Policy and has provided a Utility Allocation Request. All utility allocation requests must be approved by the Town Council.

Utility Allocation Summary

Priority Level: Priority Level 1
Allocation Assignment: Operational Reserves
Allocation Requested: 34,478 gallons per day

Staff Determination: Sufficient allocation remaining in the Operational Reserves assignment to support this project for the proposed build out year of 2027.

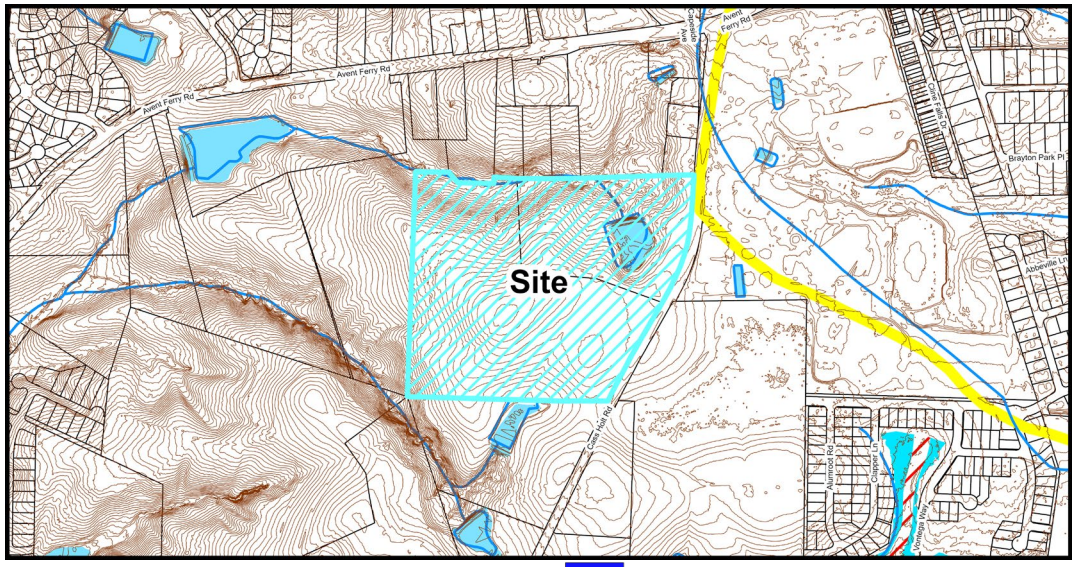
Infrastructure & Utility Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The proposed utility connections and extensions are consistent with the Town's Comprehensive Plan.

Natural Resources & Open Space Information

Total Required Open Space	**16.73 ac.**
Tree Preservation Area	25% or 13.94 ac.
Active Recreation Area	0% or 0 ac.
Urban Civic Space	N/A
Flexible Space	5% or 2.789 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:

The project is providing several outdoor gathering spaces throughout the site with a main plaza corridor leading from Cass Holt Rd. to the front of the building. Several amenities are provided as well such as soccer fields, basketball courts, pickleball courts, skate park, and fishing pond.

Stormwater:

The project is located within the Cape Fear River Basin proposing to treat all new impervious surfaces onsite with several Stormwater Control Measures. There are several jurisdictional features located onsite such as wetlands, a stream and Riparian buffers.

Natural Resources Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This has been designed in a way to minimize impacts to the existing environmental features and is consistent with the Comprehensive Plan.

Conditional Zoning District Standards 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.

Conditional Zoning District Summary

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Recreation Facility, Indoor	PS	PS
Recreation Facility, Outdoor	CD	P
Civic Building	PS	PS

Landscaping (UDO Section 5):

Perimeter Buffers	UDO Standard	Proposed Standard
Perimeter Buffer (Southern Property Line)	Type B	30' modified Type B
Perimeter Buffer (Eastern Property Line)	Type B	Type A

Interior Vehicle Parking Area	UDO Standard	Proposed Standard
Landscape Strips	Any vehicle parking area containing over 100 parking spaces shall include a landscape strip to separate the parking spaces from any major interior access drive.	Not required
Landscape Islands	At least one interior landscape island for 10 parking spaces, or fraction thereof	One interior landscape island for every 13 parking spaces or fraction thereof

Parking (UDO Section 6):

Vehicle Parking Locations	UDO Standard	Proposed Standard
	Rear Yard & Side/Rear Yard Only	Unrestricted

Parking Requirement	UDO Standard	Proposed Standard
Recreation Facility	Study Required	Minimum: 500 Spaces

Building, Site, & Subdivision Lot Design Standards (UDO Section 8):

	UDO Standard	Proposed Standard
Façade Materials	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; a combination thereof; or similar material determined by the Administrator.	In addition to these Type 1 materials, terracotta façade panels; metal panels/screens; and architectural or precast concrete with proper surface treatments and articulation to complement other Type 1 materials and elements consistent with the park features (not limited to simulation of brick or stone) are also considered Type 1 materials
Horizontal Variations	At least 2 horizontal variations shall occur for any façade representing a discernable building base, middle, and top along the entire length of the façade.	Horizontal variations discerning the building base, middle, and top are not required for the building faced. Other horizontal expressions reflecting the nature of the building massing, interior usage, or other architectural expressions are recommended.

Roofline Form for Small Buildings	Minimum – 0' Maximum – 60' Alternative Max – 75'	Minimum – 0' Maximum – 60' Alternative Max – 100'
Roof Expression	Roofline standards do not apply to rooflines of building 3 stories or higher.	Additionally, roofline standards do not apply to rooflines of a building that have a building height of 36' or higher.

Additional Standards

EV Parking (UDO Section 6.6)

	UDO Standard	Proposed Standard
50 or more provided spaces in a single development	26 EVSE parking spaces (5%) 80 EVSE-Ready parking spaces (15%)	12 EVSE parking spaces 36 EVSE-Ready parking spaces

During the review process, Advanced Energy provided a recommendation on the amount of EV Parking spaces that should be provided on the site based on the average number of regular use parking spaces on the site. It was recommended to have two types of EV space on the site, EVSE-Installed and EVSE-Capable (spaces that have conduit and have panel capacity designated for future circuits) which would result in 12 EVSE-Installed spaces and 36 EVSE-Capable spaces on the site. While this standard does not meet the minimum UDO requirements, UDO Section 1.2.7 allows town projects to modify standards of the UDO when it is determined to be in the public's interest.

Conditional Zoning District Standards Staff Analysis

The applicant must demonstrate that the proposed zone map change and property owner offered conditions (if any) or unique conditions associated with this request support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:
☒ Consistent with Adopted Plans ☐ Inconsistent with Adopted Plans

Comprehensive Plan Consistency:
The proposed Conditional Zoning District offers land use restrictions that are complementary to the goals of Mixed Residential Neighborhoods and Neighborhood Centers and is providing enhanced buffers, including the utilization of existing tree stands, to help reduce the potential impacts to adjacent properties. The modified development standards proposed with the Conditional Zoning District address the project's potential impacts and the proposed standards address the unique conditions of the site and its use as a Town Park.

Decision-Making Information

Zoning Map Amendment (Rezoning) Staff Analysis
The Town designates Parks as Natural Areas on the Future Land Use Map and while the requested zoning district is technically inconsistent with the current Future Land Use designations of Mixed Residential Neighborhood and Neighborhood Center, the proposed rezoning would allow for the implementation of several goals outlined in Section 3 of the Comprehensive Plan, Parks, Recreation and Greenways Master Plan and fulfills the goals of the Town Council to provide park and recreation space west of NC 55. The proposed Conditional Zoning District offers a use that is complementary to the goals of Mixed Residential Neighborhoods and Neighborhood Centers and is providing enhanced buffers, including the utilization of existing tree stands, to help reduce the potential impacts to adjacent properties. The proposed rezoning is reasonable and in the public interest as it will provide a community facility to the entire Town of Holly Springs.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 7/11/2023
Summary of Issues:

- Concerns regarding the traffic improvements that would be completed.
- Concerns regarding light and noise pollution to adjacent properties.
- Concerns regarding the location of the proposed sewer route to the west of the project site.

Planning Board Action

Planning Board Meeting Date: 3/26/2024

Planning Board Decision Type: Advisory Decision

Advisory Decision
The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the land use standards and densities allowed in the proposed zoning district are appropriate for the property and consistent with the Vision of Holly Springs Comprehensive Plan. Technical standards of the Unified Development Ordinance are addressed once a Development Plan or Subdivision Plan is submitted for review.

The Planning Board discussed the following issues and concerns:

- Students from the High School using the parking during school hours.
- Potential coordination with Wake County Public Schools to be able to use the parking at the school during large events at the park.
- Lights and noise pollution potentially impacting the adjacent properties.
- Having a cost benefit analysis completed for installing EV charging stations that are run by solar panels.
- Protection of adjacent wells and ensuring water quality of these adjacent wells.
- Safe pedestrian connectivity to the school and throughout the area.

Planning Board Recommendation: Recommend **approval** of Zoning Map Amendment 23-REZ-06 to change the zoning of 55.9 acres of Wake County PIN #0648333740 & #0648239301 from RR: Rural Residential to RR-CD: Rural Residential Conditional District as submitted by CLH Design.

The Planning Board voted in favor of the motion (9-0)

Town Council Consideration & Action

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Mailed notice was sent to all property owners within 500 feet of the project.
- Published notice was made twice in the News & Observer.
- Posted notice was made with a public hearing sign on the property.

Town Council Decision Type: Legislative Decision

Legislative Decision:
Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Potential Zoning Map Amendment Petition Motion
Adopt Ordinance #RZ24-03 to adopt the statement of compatibility and approve Rezoning and Comprehensive Plan Amendment.

Ordinance No. RZ24-03
Date Submitted: April 16, 2024
Date Adopted: April 16,2024

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 55.18 acres of Wake County PINs 0648333740 and 0648239301 from RR Rural Residential to RR-CD Rural 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 & Neighborhood Center; and

WHEREAS, the requested zoning district proposes land uses that are inconsistent with the adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan but that are complementary and appropriate for the area, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on March 26, 2024 and recommended approval by a vote of 9-0; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on April 16, 2024 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 adopts the following plan consistency statement:

While amending the Official Zoning Map to the RR-CD District is technically inconsistent Vision Holly Springs: Town of Holly Springs Comprehensive Plan, since the Town designates Parks as Natural Areas on the Future Land Use Map, the proposed rezoning would allow for the implementation of several goals outlined in Section 3 of the Comprehensive Plan, Parks, Recreation and Greenways Master Plan and fulfills the goals of the Town Council to provide park and recreation space west of NC 55. The

proposed Conditional Zoning District offers a use that is complementary to the goals of Mixed Residential Neighborhoods and Neighborhood Centers and is providing enhanced buffers, including the utilization of existing tree stands, to help reduce the potential impacts to adjacent properties, 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 provide a community facility to the entire Town of 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: #23-REZ-06 to change the zoning of PINs #0648333740 & 0648239301 from RR Rural Residential to RR-CD Rural Residential Conditional Zoning District.

The properties are subject to all conditions listed in the Conditional Zoning District Master Plan dated March 8, 2024 and Development and Design Manual dated March 20, 2024 by CLH Design, P.A.

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 said parcels from Mixed Residential Neighborhood and Neighborhood Center to Natural Area (23-CPA-04).

Part 3: **REPEAL OF CONFLICTING ORDINANCES**
All ordinances or parts of the Town Code of Ordinances of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Part 4: **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 5: **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 6: **EFFECTIVE DATE**
The provisions of this ordinance shall become effective April 16, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 16th day of April, 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

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:

☐ Initial ☐Revised ☐ Final

Project Information

Project Name: CASS HOLT ROAD PARK
Project Location: 5508 & 5420 CASS HOLT ROAD
Use street address. *If none, use the closest intersection*
☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN: 0648239301/ 0648333740 Real Estate ID: 0079949/ 0283568
Project Acreage: *(Rounded to nearest tenth)* 56 AC Partial Parcel: ☒ No ☐ Yes
Sketch Plan Review (Pre-Submittal)Meeting Date : August 16, 2023

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: RURAL RESIDENTIAL Proposed Zoning: RURAL RESIDENTIAL CONDITIONAL DISTRICT
Current Future Land Use Designation: MIXED RESIDENTIAL NEIGHBORHOOD (5508 CASS HOLT ROAD) AND NEIGHBORHOOD CENTER (5420 CASS HOLT ROAD)
Proposed Future Land Use Designation: NATURAL USE
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 RACHEL WATSON Company CLH DESIGN, P.A
Mailing Address 400 REGENCY FOREST DRIVE, SUITE 120
City CARY State NC Zip 27518
Telephone # (919) 919-443-4073 E-Mail RWATSON@CLHDESIGNPA.COM
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name RANDY HARRINGTON Company TOWN OF HOLLY SPRINGS
Mailing Address PO BOX 8
City HOLLY SPRINGS State NC Zip 27540
Telephone # ( ) 919-557-3924 E-Mail randy.harrington@hollyspringsnc.gov
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) Randy J. Harrington PIN/REID PIN 0648239301/ 0648333740 REID 0079949/ 0283568 Date 8/14/2023

Cass Holt Road Park Phase 1

N

0 250 500 1000 ft

1 inch equals 500 feet

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

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 ROAD PARK

Proposed Zoning District: RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD)
Proposed Land Use/Density: NATURAL AREA

Future Land Use Plan Map Designation: MIXED RESIDENTIAL NEIGHBORHOOD
Future Land Use Plan Designation Land Use/Density: _____

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 TOWN OF HOLLY SPRINGS IS PROPOSING A 56 ACRE PARK ALONG CASS HOLT ROAD, SOUTHWEST OF DOWNTOWN HOLLY SPRINGS. THE PROJECT SITE WAS FORMER FARMLAND WITH NATURAL FEATURES INCLUDING A LARGE POND AT THE NORTEAST CORNER OF THE SITE, EXISTING FORESTED AREAS OF MIXED DECIDUOUS TREES, STREAMS AND WETLANDS. THIS PROJECT STRIVES TO KEEP THESE EXISTING FEATURES AND ENHANCE THEM THROUGH NEW PLANTINGS, AND AMENTIITES.

AMENITIES OF THE PARK INCLUDE BUT NOT LIMITED TO A RECREATION CENTER, MULTI-PURPOSE FIELDS, PLAYGROUND, SPLASH PAD, ALL WHEELS SKATE PARK, PICKLEBALL, VOLLEYBALL COURTS, AND A GREENWAY.

Section 1: Future Land Use & Community Character

THE FUTURE LAND MAP INDICATES THE PROJECT SITE TO BE MIXED RESIDENTIAL/ NEIGHBORHOOD CENTER.

THE PROPOSED LAND USE FOR THIS PROJECT WILL BE DESIGNATED AS NATURAL AREA.

THE ADJACENT PARCELS ARE ZONED AS RURAL RESIDENTIAL. AND THIS PROJECT WILL BE REZONED AS RURAL RESIDENTIAL CONDITIONAL DISTRICT.

Section 2: Transportation / Comprehensive Transportation Plan

PER THE FUTURE ACTIVE TRANPORTATION MAP THE PROJECT SITE IS TO HAVE A GREENWAY AND PROPOSED SIDEWALK AND/OR SIDEPATH ALONG THE PROJECT'S FRONTAGE. THE CTP ALSO PROPOSES A WIDENING PROJECT FOR CASS HOLT ROAD. FOR THE CASS HOLT ROAD PARK, THE PROJECT WILL PROPOSES WIDENING TO HALF OF THE ULTIMATE CROSS SECTION ALONG THE SITE'S FRONTAGE TO ACCOMODATE INCREASED CAPACITY.

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

THE PARKS & RECREATION MASTER PLAN HAS THREE OVERARCHING PRINCIPLES; CONNECT, INSPIRE AND PLAY. CASS HOLT ROAD PARK THROUGH BEING A CONDITIONAL ZONING DISTRICT WITH A NATURAL USE ALLOWS FOR GREATER COMMUNITY ENGAGEMENT AND FLEXIBILITY WITH DESIGN AND PROGRAMMING OPPORTUNITIES FOR THE TOWN OF HOLLY SPRINGS.

THE PROJECT IS PROPOSING A GREENWAY TRAIL AND ADDITIONAL SIDEWALK AT THE FRONTAGE OF THE PROPERTY CONNECTING TO EXISTING RESIDENTIAL AREAS WITH THE POTENITAL TO CONNECT FUTURE DEVELOPMENTS.

THE PROJECT IS PROPOSING TO HAVE SAFE PEDESTRIAN CONNECTIONS TO THE ADJACENT HOLLY SPRINGS HIGH SCHOOL, AND HOLLY GROVE ELEMENTARY AND MIDDLE SCHOOLS.

Section 4: Community Facilities

THE CASS HOLT ROAD PARK SITE IS ADJACENT TO EDUCATIONAL FACILITIES AND IS APPROXIMATELY 2 MILES FROM TOWN HALL/ DOWNTOWN HOLLY SPRINGS.

WITH THE INCREASED GROWTH OF HOLLY SPRINGS, THE CASS HOLT ROAD PARK SITE CAN ACT AS COMMUNITY CENTER. THE PARK WILL INCLUDE A 111,000 SF RECREATION CENTER TO HOST BOTH TOURNAMENTS AND THE COMMUNITY. PROGRAM ELEMENTS OF THIS BUILDING INCLUDE 4 COURT GYM, FITNESS CENTER, GROUP EXCERCISE ROOMS, MULTI-PURPOSE ROOMS FOR RENTALS, INDOOR PLAYGROUND AND E-SPORTS LOUNGE.

THE PARK WILL ALSO HAVE TWO MULTI-PURPOSE FIELDS TO HOST LARGE EVENTS/ TOURNAMENTS THAT WILL DRAWING VISITORS FROM BOTH THE COMMUNITY BUT ALSO THE COUNTY.

Section 5: Infrastructure and Utilities

PER THE INFRASTRUCTURE AND UTILTIES COMPREHENSIVE PLAN THERE IS A PROPOSED CIP WATER LINE ALONG CASS HOLT ROAD. THIS PROJECT WILL EXTEND THE EXISTING WATER LINE FOR SERVICE TO THE PROPOSED SITE.

THE PROJECT ALSO IMPLEMENT MULTIPLE STORMWATER CONTROL MEASURES TO CAPTURE RUNOFF FROM THE SITE.

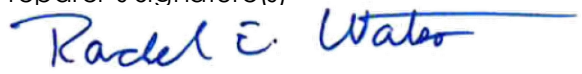
Section 8: Natural Resources

THE PARK PROJECT WILL HAVE A LAND USE CHANGE TO NATURAL USE TO PRESERVE EXISTING NATURAL FEATURES (EXISTING STREAM, WETLAND, POND AND WOODED AREAS). THE PROJECT WILL ALSO PROPOSE ADDITIONAL PERIMETER BUFFER AND REFORESTATION AREAS TO SUPPORT/ ENHANCE THE ECOLOGY OF THE SITE.

THE PROJECT WILL ALSO PROPOSE CONSTRUCTED WETLANDS TO PREVENT RUNOFF AND INCREASE PLANT/ ANIMAL DIVERSITY ON THE SITE.

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date

08/18/2023

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. For more information, refer to UDO Section 11.5.

☐ Neighborhood Meeting Date: July 11, 2023
Time: 6PM
Location: Virtual- Microsoft Teams

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 **500 foot radius** of the subject property. Mailing notices shall include surrounding property owners and property owners' associations (or equivalent). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to the address of the property itself.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☒ Date of Notification Mailing: Notified Parks and Recreation on June 30, notices mailed on July 1

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:

CLH went through meeting presentation discussing the overall location of the project, amenities and location of proposed sewer route to the west of the project site. Property owners asked questions about the location of the sewer route in relationship to their properties and would there be a connection in future. We discussed future roadway improvements. CLH mentioned that a TIA is being a performed and we will not know extent of improvements until report is completed. Discussed greenway location and lighting. CLH mentioned that we are intending to keep a good majority of existing vegetation. We are also proposed reforestation areas to provide additional buffering and to reduce light pollution and potential noise. Funding for this project was discussed and overall project timeline discussed.

Attach Additional Sheets as needed

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

CLH Design will factor in concerns about light and noise pollution and relationship of project amenities to property line. A goal is to retain natural features and enhance the site through additional landscaping and pedestrian connectivity.

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

CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING MAILING LIST

SITE_ADDRESS	PIN_NUM	OWNER	MAILING ADDRESS	# OF NOTICES MAILED
2025 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0638937234	TEXANNA WASHINGTON	SAME	1
1785 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648033694	THOMAS G HECK, SHAWN L. HECK	SAME	1
1751 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648130433	JONATHAN B HOLLAND, MARY JILLIAN HOLLAND	SAME	1
1709 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648137586	TIMOTHY CONGLETON	SAME	1
1641 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648241540	JAMES TIMOTHY MERRIT, JUDY C MERRIT	SAME	1
1637 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648243521	JAMES TIMOTHY MERRIT, JUDY C MERRIT	1641 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	2
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5324 CASS HOLT ROAD	648348451	2MM LLC	109 OXYARD WAY CARY NC 27519-7327	2
53332 CASS HOLT ROAD	648348137	2MM LLC	109 OXYARD WAY CARY NC 27519-7327	1
5608 CASS HOLT ROAD	648228106	WEATHERSPOON, LEONARD A HEIRS KAREN W CODY EXEC	921 DEERFIELD RD RALEIGH NC 27609-5426	2
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0 CASS HOLT ROAD	648121312	BRYANT FAMILY PROPERTIES LLC WINSTEAD, DIANNE BRYANT	PO BOX 66 FUQUAY VARINA NC 27526-0066	1
5329 CASS HOLT ROAD PARK	648449088	WAKE CNTY BOARD OF EDUCATION RE SERVICES DIRECTOR	1551 ROCK QUARRY RD RALEIGH NC 27610-4145	2
5509 CASS HOLT ROAD PARK	648420270	BRYANT FAMILY PROPERTIES LLC WINSTEAD, DIANE BRYANT	PO BOX 66 FUQUAY VARINA NC 27526-0066	1
				31 Total Notices

CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING ATTENDANCE LIST
DATE OF MEETING: JULY 11, 2023 AT 6PM
MEETING TYPE: VIRTUAL- MICROSOFT TEAMS

PROPERTY OWNERS

PROPERTY	PROPERTY OWNER NAME	COMPANY	EMAIL ADDRESS
1641 Avent Ferry Road, Holly Springs, NC 27540	Judy Merritt	N/A	raleighgirl228@gmail.com
5324 & 5223 Cass Holt Road, Holly Springs, NC 27540	Dr. Meena Mohan	2MM LLC	2mmllccary@gmail.com

PETITIONER

Matt Beard- Park Planner	Town of Holly Springs- Parks & Recreation	104 W Ballentine St, Holly Springs, NC 27540	matt.beard@hollyspringsnc.gov
Carrie Kennedy- Engineer III	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	carrie.kennedy@hollyspringsnc.gov
Kimberly Keyes- Senior Project Manager	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	kimberly.keyes@hollyspringsnc.gov

PETITIONER'S AGENT

Rachel Watson- Project Manger, Landscape Architect	CLH Design, pa	400 Regency Forest Drive, Suite 120 Cary, NC 27518	rwatson@clhdesignpa.com
Adam Hooker- Civil Designer	CLH Design, pa	" "	ahooker@clhdesignpa.com

Rachel E. Watson

7/20/2023

Signature Date

TOWN OF HOLLY SPRINGS
ZONING PETITION

AFFIDAVIT OF OWNER CONSENT

DPM Appendix #A.02
Supplement 18
March 2022

If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

For DS Use only
Project # _____
Date Received:

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

RACHEL WATSON _____ of CLH DESIGN, P.A. _____
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change for my (our) property from

RURAL RESIDENTIAL (RR) _____ to RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD) _____
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):

Wake County PIN/REID:
0648239301 / 0079949 (5508 CASS HOLT ROAD)
0648333740 / 0283568 (5420 CASS HOLT ROAD)

State of North Carolina
County of Wake

Sworn to and subscribed before me the 8th day of August, 2023.

Notary Public in and for the State of North Carolina. My Commission expires: 3-4-25

Kathryn L. White / Kathryn L. White
Notary Public Printed

Seal

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

CLH design, p.a.
400 Regency Forest Drive
Suite 120
Cary, NC 27518
P: 919.319.6716

Augst 18, 2023

PROJECT: Cass Holt Road Park
RE: Statement of Comprehensive Plan Future Land Use Plan Compatibility

A written statement that includes a description of the proposed area for land use designation modification and its relationship to the surrounding future and existing land uses; the compatibility of the request with the vision, intent and goal of Vision Holly Springs: Town of Holly Springs Comprehensive Plan; and any other supporting information regarding the request. The statement must provide evidence on how the current land use designation is not the highest and best use for the property and that the proposed designation would result in a land use pattern that will enhance the quality of life and its appropriateness to the Town's growth and development.

The Town of Holly Springs is proposing a 56-acre park along Cass Holt Road to support the growing community and expand the Town's parks, recreation and open space network.

The Cass Holt Road Park project would be the first park located west of Highway 55.

The amenities for the park include a Recreation Center, multi-purpose fields, playground, splash pad, pickleball courts, volleyball courts, all wheels parks, basketball courts, extensive

Proposed Site Plan Rendering

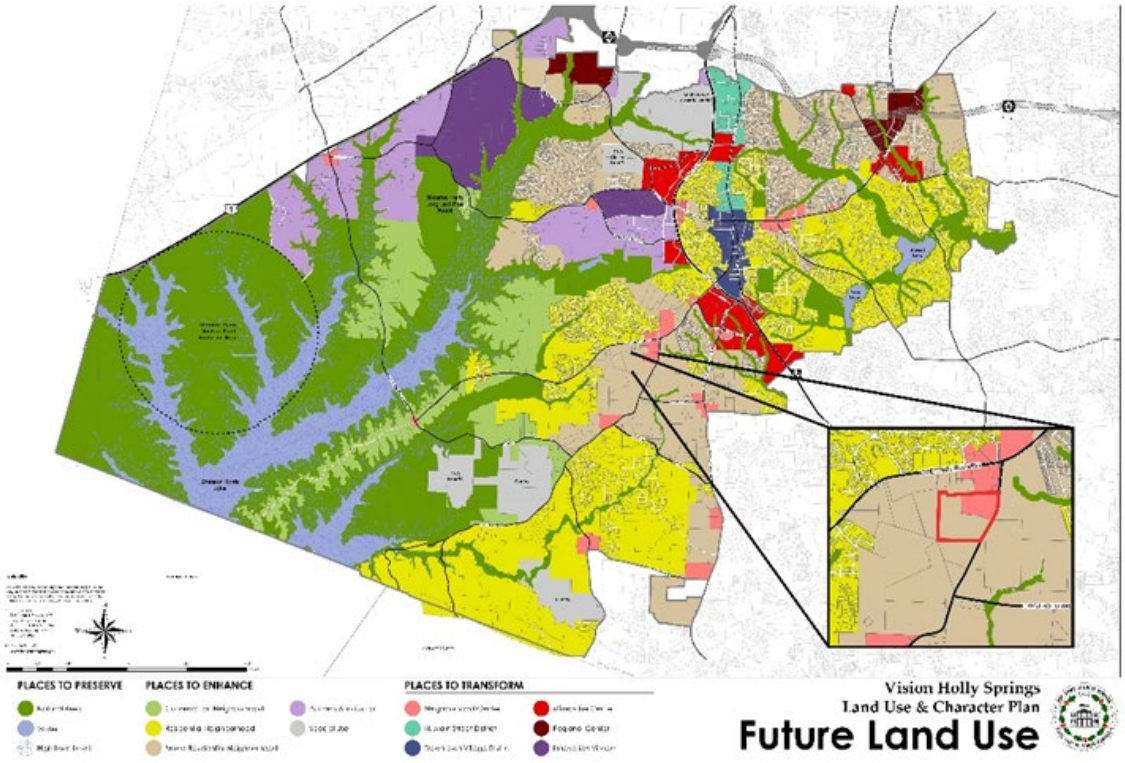
pedestrian pathway system and a greenway trail. The project strives to preserve existing natural features and enhance the site through adding new plantings and amenities.

Cass Holt Road Park proposes the land use designation (proposed character area) to be Natural Area.

1. Existing Conditions

The proposed park is adjacent to Holly Springs High School, Holly Grove Middle School and Holly Grove Elementary School. The existing zoning of adjacent parcels is classified as Rural Residential. And the proposed rezoning of the project is Rural Residential Conditional District (RR-CD).

The Future Land Use Map indicates the project site to be Mixed Residential Neighborhood/Neighborhood Center.

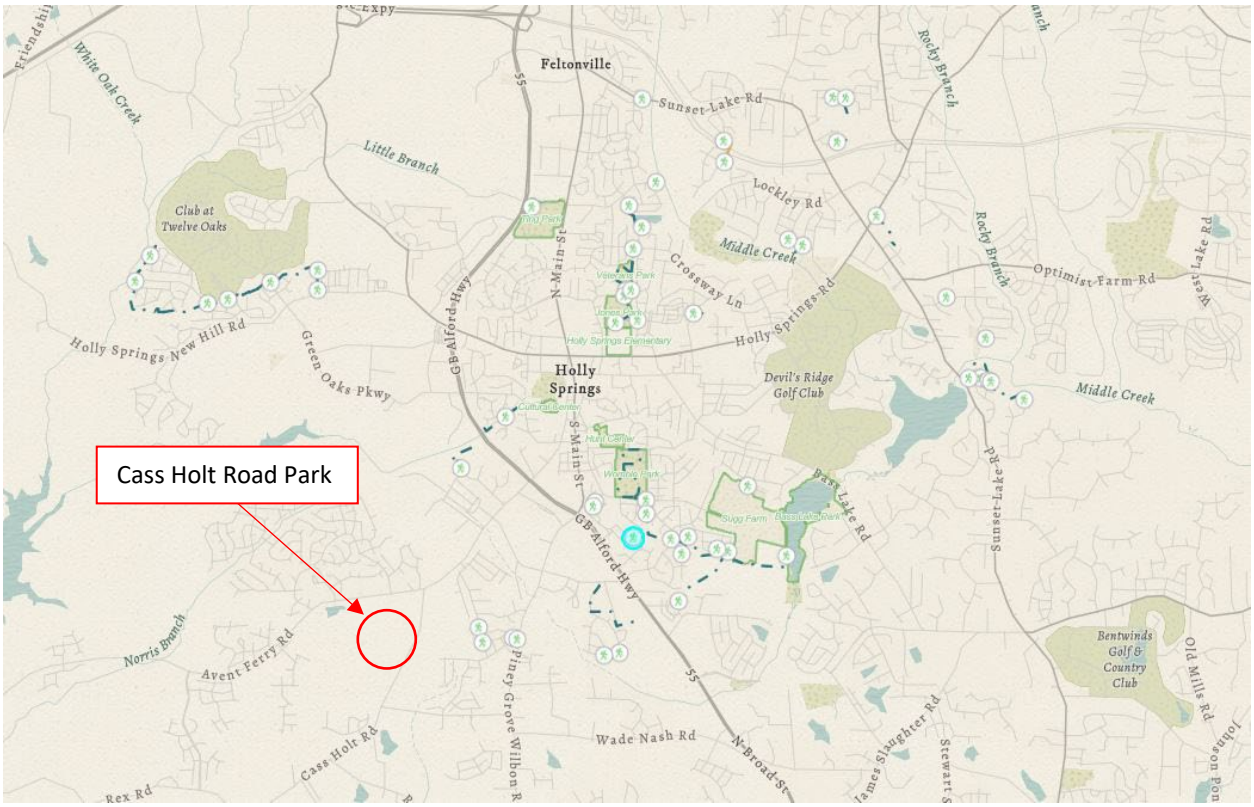


2. Existing Mixed Use Residential vs. Proposed Natural Use Designation

The existing future mixed used residential designation defines the site to be used as "*predominately residential uses including detached and attached dwellings, small-scale apartment dwellings, larger scale apartment dwellings, limited public and institutional uses, and limited commercial uses".* This designation does not capture the multiple uses and amenities associated with a park site/ natural area. The Holly Springs Parks and Greenways map indicates that there is a lack of access to parks and greenways west of Highway 55 (GB

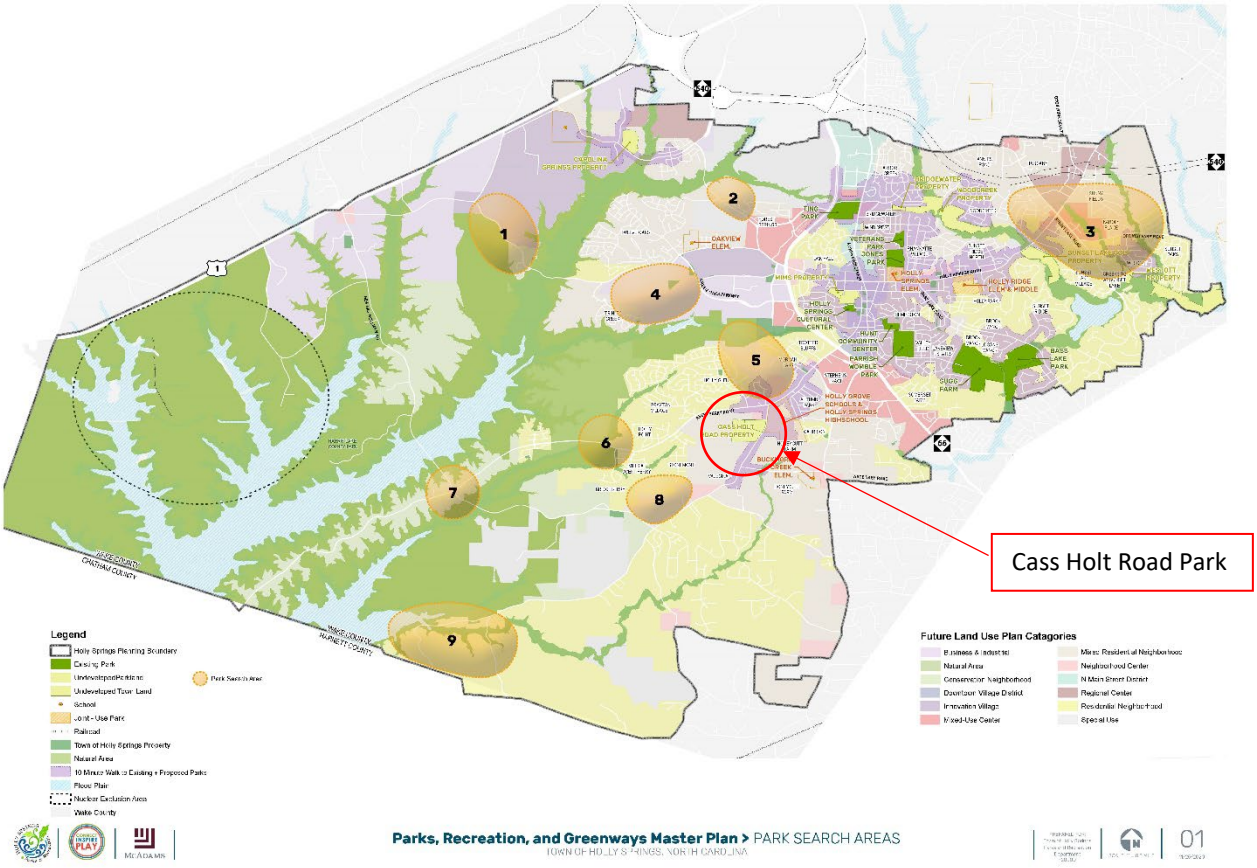
Alford Highway). The existing parks and greenways are concentrated east of Highway 55 due to this area being more developed.

With the projected growth of Holly Springs, additional parks and greenway access is essential to health and wellbeing of the residences and the enhancement of natural features. With a change to Natural Area, redeveloping the site can be possible and will match existing parks land use throughout Holly Springs.

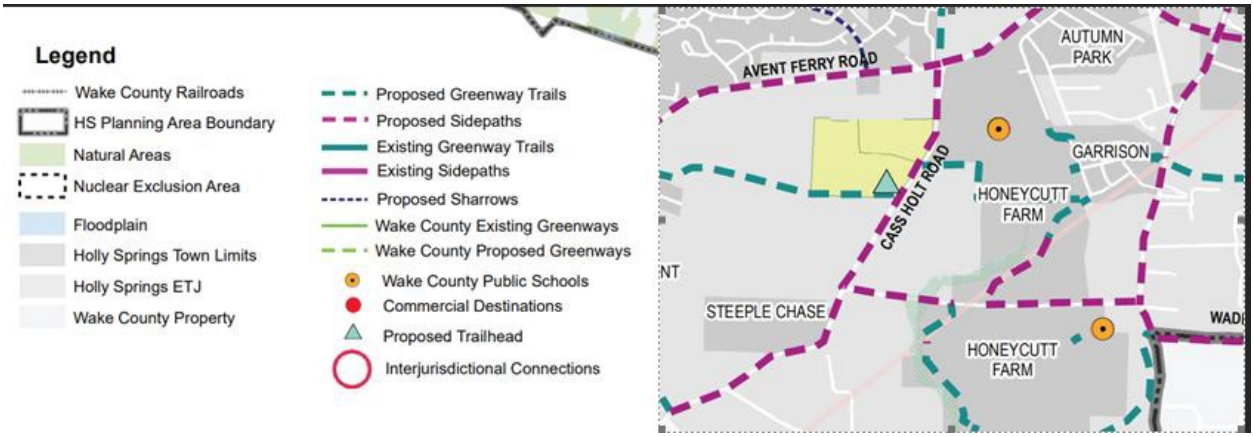


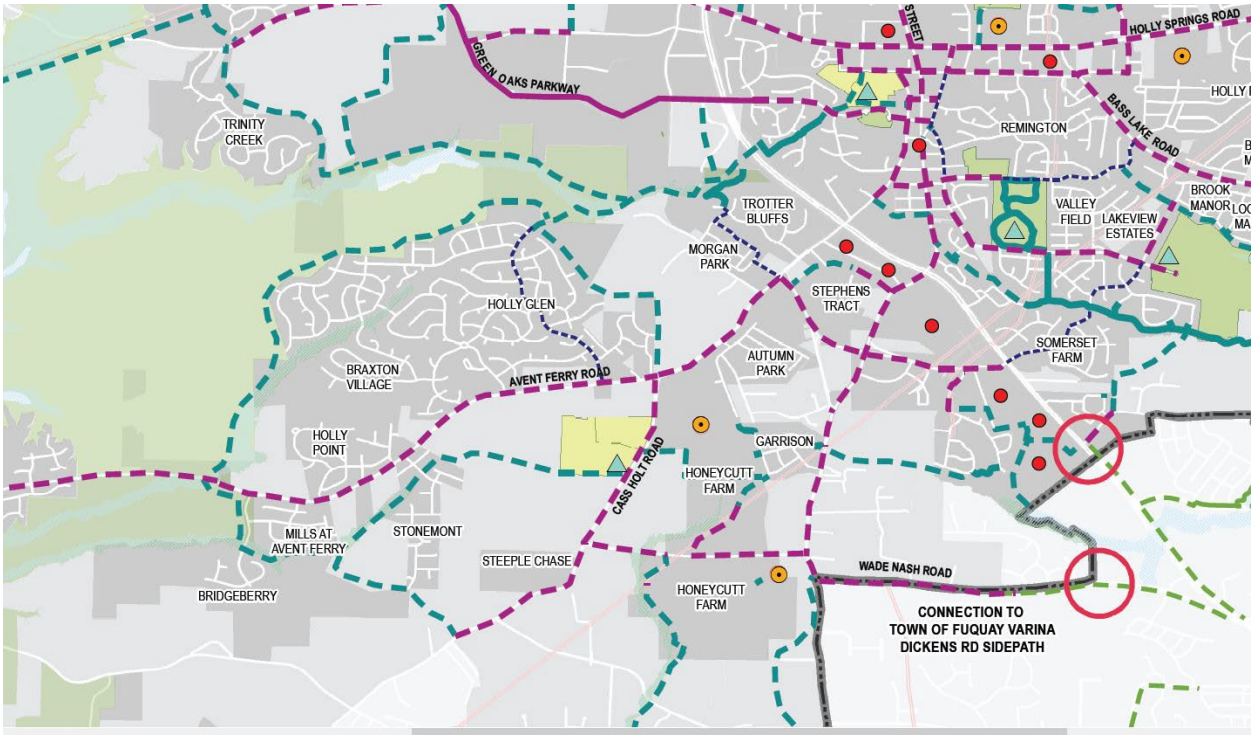
Holly Springs Parks and Greenways / Holly Springs Greenways Finder

3. Compatibility of the request with the vision, intent and goal of Vision Holly Springs: Town of Holly Springs Comprehensive Plan



The request indicates that the Cass Holt Road Park project site is part of the Parks, Recreation, and Greenways Master Plan. The proposed park will be within a 10-minute walk from the adjacent neighborhoods and schools. The Natural Area designation will allow for greater pedestrian connectivity through greenways, sidewalks and sidepaths.




GREEN OAKS PARKWAY
HOLLY SPRINGS ROAD
BASS LAKE ROAD
TRINITY CREEK
REMINGTON
TROTTER BLUFFS
VALLEY FIELD
LAKEVIEW ESTATES
BROOK MANOR
MORGAN PARK
STEPHENS TRACT
HOLLY GLEN
SOMERSET FARM
AUTUMN PARK
BRAXTON VILLAGE
AVENT FERRY ROAD
HOLLY POINT
GARRISON
CASS HOLT ROAD
HONEYCUTT FARM
MILLS AT AVENT FERRY
STONEMONT
STEEPLE CHASE
WADE NASH ROAD
BRIDGEBERRY
HONEYCUTT FARM
CONNECTION TO TOWN OF FUQUAY VARINA DICKENS RD SIDEPATH

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:

☐ Initial ☐Revised ☐ Final

Project Information

Project Name: CASS HOLT ROAD PARK
Project Location: 5508 & 5420 CASS HOLT ROAD
Use street address. *If none, use the closest intersection*
☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN: 0648239301/ 0648333740 Real Estate ID: 0079949/ 0283568
Project Acreage: *(Rounded to nearest tenth)* 56 AC Partial Parcel: ☒ No ☐ Yes
Sketch Plan Review (Pre-Submittal)Meeting Date : August 16, 2023

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: RURAL RESIDENTIAL Proposed Zoning: RURAL RESIDENTIAL CONDITIONAL DISTRICT
Current Future Land Use Designation: MIXED RESIDENTIAL NEIGHBORHOOD (5508 CASS HOLT ROAD) AND NEIGHBORHOOD CENTER (5420 CASS HOLT ROAD)
Proposed Future Land Use Designation: NATURAL USE
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 RACHEL WATSON Company CLH DESIGN, P.A
Mailing Address 400 REGENCY FOREST DRIVE, SUITE 120
City CARY State NC Zip 27518
Telephone # (919) 919-443-4073 E-Mail RWATSON@CLHDESIGNPA.COM
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name RANDY HARRINGTON Company TOWN OF HOLLY SPRINGS
Mailing Address PO BOX 8
City HOLLY SPRINGS State NC Zip 27540
Telephone # ( ) 919-557-3924 E-Mail randy.harrington@hollyspringsnc.gov
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) Randy J. Harrington PIN/REID PIN 0648239301/ 0648333740 REID 0079949/ 0283568 Date 8/14/2023

Cass Holt Road Park Phase 1

N

0 250 500 1000 ft

1 inch equals 500 feet

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

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 ROAD PARK

Proposed Zoning District: RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD)
Proposed Land Use/Density: NATURAL AREA

Future Land Use Plan Map Designation: MIXED RESIDENTIAL NEIGHBORHOOD
Future Land Use Plan Designation Land Use/Density: _____

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 TOWN OF HOLLY SPRINGS IS PROPOSING A 56 ACRE PARK ALONG CASS HOLT ROAD, SOUTHWEST OF DOWNTOWN HOLLY SPRINGS. THE PROJECT SITE WAS FORMER FARMLAND WITH NATURAL FEATURES INCLUDING A LARGE POND AT THE NORTEAST CORNER OF THE SITE, EXISTING FORESTED AREAS OF MIXED DECIDUOUS TREES, STREAMS AND WETLANDS. THIS PROJECT STRIVES TO KEEP THESE EXISTING FEATURES AND ENHANCE THEM THROUGH NEW PLANTINGS, AND AMENTIITES.

AMENITIES OF THE PARK INCLUDE BUT NOT LIMITED TO A RECREATION CENTER, MULTI-PURPOSE FIELDS, PLAYGROUND, SPLASH PAD, ALL WHEELS SKATE PARK, PICKLEBALL, VOLLEYBALL COURTS, AND A GREENWAY.

Section 1: Future Land Use & Community Character

THE FUTURE LAND MAP INDICATES THE PROJECT SITE TO BE MIXED RESIDENTIAL/ NEIGHBORHOOD CENTER.

THE PROPOSED LAND USE FOR THIS PROJECT WILL BE DESIGNATED AS NATURAL AREA.

THE ADJACENT PARCELS ARE ZONED AS RURAL RESIDENTIAL. AND THIS PROJECT WILL BE REZONED AS RURAL RESIDENTIAL CONDITIONAL DISTRICT.

Section 2: Transportation / Comprehensive Transportation Plan

PER THE FUTURE ACTIVE TRANPORTATION MAP THE PROJECT SITE IS TO HAVE A GREENWAY AND PROPOSED SIDEWALK AND/OR SIDEPATH ALONG THE PROJECT'S FRONTAGE. THE CTP ALSO PROPOSES A WIDENING PROJECT FOR CASS HOLT ROAD. FOR THE CASS HOLT ROAD PARK, THE PROJECT WILL PROPOSES WIDENING TO HALF OF THE ULTIMATE CROSS SECTION ALONG THE SITE'S FRONTAGE TO ACCOMODATE INCREASED CAPACITY.

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

THE PARKS & RECREATION MASTER PLAN HAS THREE OVERARCHING PRINCIPLES; CONNECT, INSPIRE AND PLAY. CASS HOLT ROAD PARK THROUGH BEING A CONDITIONAL ZONING DISTRICT WITH A NATURAL USE ALLOWS FOR GREATER COMMUNITY ENGAGEMENT AND FLEXIBILITY WITH DESIGN AND PROGRAMMING OPPORTUNITIES FOR THE TOWN OF HOLLY SPRINGS.

THE PROJECT IS PROPOSING A GREENWAY TRAIL AND ADDITIONAL SIDEWALK AT THE FRONTAGE OF THE PROPERTY CONNECTING TO EXISTING RESIDENTIAL AREAS WITH THE POTENITAL TO CONNECT FUTURE DEVELOPMENTS.

THE PROJECT IS PROPOSING TO HAVE SAFE PEDESTRIAN CONNECTIONS TO THE ADJACENT HOLLY SPRINGS HIGH SCHOOL, AND HOLLY GROVE ELEMENTARY AND MIDDLE SCHOOLS.

Section 4: Community Facilities

THE CASS HOLT ROAD PARK SITE IS ADJACENT TO EDUCATIONAL FACILITIES AND IS APPROXIMATELY 2 MILES FROM TOWN HALL/ DOWNTOWN HOLLY SPRINGS.

WITH THE INCREASED GROWTH OF HOLLY SPRINGS, THE CASS HOLT ROAD PARK SITE CAN ACT AS COMMUNITY CENTER. THE PARK WILL INCLUDE A 111,000 SF RECREATION CENTER TO HOST BOTH TOURNAMENTS AND THE COMMUNITY. PROGRAM ELEMENTS OF THIS BUILDING INCLUDE 4 COURT GYM, FITNESS CENTER, GROUP EXCERCISE ROOMS, MULTI-PURPOSE ROOMS FOR RENTALS, INDOOR PLAYGROUND AND E-SPORTS LOUNGE.

THE PARK WILL ALSO HAVE TWO MULTI-PURPOSE FIELDS TO HOST LARGE EVENTS/ TOURNAMENTS THAT WILL DRAWING VISITORS FROM BOTH THE COMMUNITY BUT ALSO THE COUNTY.

Section 5: Infrastructure and Utilities

PER THE INFRASTRUCTURE AND UTILTIES COMPREHENSIVE PLAN THERE IS A PROPOSED CIP WATER LINE ALONG CASS HOLT ROAD. THIS PROJECT WILL EXTEND THE EXISTING WATER LINE FOR SERVICE TO THE PROPOSED SITE.

THE PROJECT ALSO IMPLEMENT MULTIPLE STORMWATER CONTROL MEASURES TO CAPTURE RUNOFF FROM THE SITE.

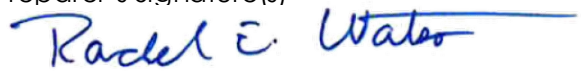
Section 8: Natural Resources

THE PARK PROJECT WILL HAVE A LAND USE CHANGE TO NATURAL USE TO PRESERVE EXISTING NATURAL FEATURES (EXISTING STREAM, WETLAND, POND AND WOODED AREAS). THE PROJECT WILL ALSO PROPOSE ADDITIONAL PERIMETER BUFFER AND REFORESTATION AREAS TO SUPPORT/ ENHANCE THE ECOLOGY OF THE SITE.

THE PROJECT WILL ALSO PROPOSE CONSTRUCTED WETLANDS TO PREVENT RUNOFF AND INCREASE PLANT/ ANIMAL DIVERSITY ON THE SITE.

Plan Consistency Response Prepared by:

Preparer's Signature(s)



Date

08/18/2023

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. For more information, refer to UDO Section 11.5.

☐ Neighborhood Meeting Date: July 11, 2023
Time: 6PM
Location: Virtual- Microsoft Teams

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 **500 foot radius** of the subject property. Mailing notices shall include surrounding property owners and property owners' associations (or equivalent). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to the address of the property itself.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☒ Date of Notification Mailing: Notified Parks and Recreation on June 30, notices mailed on July 1

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:

CLH went through meeting presentation discussing the overall location of the project, amenities and location of proposed sewer route to the west of the project site. Property owners asked questions about the location of the sewer route in relationship to their properties and would there be a connection in future. We discussed future roadway improvements. CLH mentioned that a TIA is being a performed and we will not know extent of improvements until report is completed. Discussed greenway location and lighting. CLH mentioned that we are intending to keep a good majority of existing vegetation. We are also proposed reforestation areas to provide additional buffering and to reduce light pollution and potential noise. Funding for this project was discussed and overall project timeline discussed.

Attach Additional Sheets as needed

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

CLH Design will factor in concerns about light and noise pollution and relationship of project amenities to property line. A goal is to retain natural features and enhance the site through additional landscaping and pedestrian connectivity.

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

CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING MAILING LIST

SITE_ADDRESS	PIN_NUM	OWNER	MAILING ADDRESS	# OF NOTICES MAILED
2025 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0638937234	TEXANNA WASHINGTON	SAME	1
1785 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648033694	THOMAS G HECK, SHAWN L. HECK	SAME	1
1751 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648130433	JONATHAN B HOLLAND, MARY JILLIAN HOLLAND	SAME	1
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CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING ATTENDANCE LIST
DATE OF MEETING: JULY 11, 2023 AT 6PM
MEETING TYPE: VIRTUAL- MICROSOFT TEAMS

PROPERTY OWNERS

PROPERTY	PROPERTY OWNER NAME	COMPANY	EMAIL ADDRESS
1641 Avent Ferry Road, Holly Springs, NC 27540	Judy Merritt	N/A	raleighgirl228@gmail.com
5324 & 5223 Cass Holt Road, Holly Springs, NC 27540	Dr. Meena Mohan	2MM LLC	2mmllccary@gmail.com

PETITIONER

Matt Beard- Park Planner	Town of Holly Springs- Parks & Recreation	104 W Ballentine St, Holly Springs, NC 27540	matt.beard@hollyspringsnc.gov
Carrie Kennedy- Engineer III	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	carrie.kennedy@hollyspringsnc.gov
Kimberly Keyes- Senior Project Manager	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	kimberly.keyes@hollyspringsnc.gov

PETITIONER'S AGENT

Rachel Watson- Project Manger, Landscape Architect	CLH Design, pa	400 Regency Forest Drive, Suite 120 Cary, NC 27518	rwatson@clhdesignpa.com
Adam Hooker- Civil Designer	CLH Design, pa	" "	ahooker@clhdesignpa.com

Rachel E. Watson

7/20/2023

Signature Date

TOWN OF HOLLY SPRINGS
ZONING PETITION

DPM Appendix #A.02
Supplement 18
March 2022

AFFIDAVIT OF OWNER CONSENT

If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

For DS Use only
Project #
Date Received:

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

RACHEL WATSON _____ of CLH DESIGN, P.A. _____
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change for my (our) property from

RURAL RESIDENTIAL (RR) _____ to RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD) _____
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):	Wake County PIN/REID:
Randy L. Thurman III	0648239301 / 0079949 (5508 CASS HOLT ROAD)
	0648333740 / 0283568 (5420 CASS HOLT ROAD)

State of North Carolina
County of Wake

Sworn to and subscribed before me the 8th day of August, 2023.
Notary Public in and for the State of North Carolina. My Commission expires: 3-4-25

Kathryn L. White / Kathryn L. White
Notary Public Printed

Seal

KATHRYN L WHITE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-4-2025

CLH design, p.a.
400 Regency Forest Drive
Suite 120
Cary, NC 27518
P: 919.319.6716

March 08, 2024

PROJECT: Cass Holt Road Park
RE: Conditional Zoning District Design Goals per UDO 2.4.3.A

Permit Application #: *23-REZ-06 / PLREZ202300216*

The Conditional Zoning District as proposed by Applicant is consistent with the Town's CD Design Goals as set forth in UDO Section 2.4.3.A. In support thereof, Applicant offers the following supporting information to demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

Overall Site Summary

The Town of Holly Springs is proposing a 56-acre park along Cass Holt Road to support the growing community and expand the Town's parks, recreation and open space network. The amenities for the park include a Recreation Center, multi-purpose fields, playground, splash pad, pickleball courts, volleyball, all wheels parks, basketball courts, extensive pedestrian pathways and a greenway trail. The project strives to preserve existing natural features and enhance the site through adding new plantings and amenities. Proposed uses for the project include: Recreation Facility (Outdoor), Recreational Facility (Outdoor), Outdoor Event and Recreational Space and Civic Buildings

Proposed Site Plan Rendering

1. UDO 2.4.3.A.1: the incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character

Existing Natural Features

The existing project site was former farmland with an existing pond, stream/wetland system to the north of the project site, and extensive wooded areas along the northern and western edge of the site.

Aerial Image of Existing Site

The existing pond will be modified with the proposed project and enhanced through the incorporation of a shelter, fishing pier and a pathway leading to these amenities. Reforestation areas are proposed east of the pond. These reforestation areas have predominantly native species and are planted at high density to mimic naturally growing forested areas. Other waterway features such as the wetland and stream to the north are preserved.

The project is also proposing large areas of tree preservation/ undisturbed areas. Since there are extensive wooded areas on the northern and western portions of the project site, a greenway is proposed that winds its way through this natural feature.

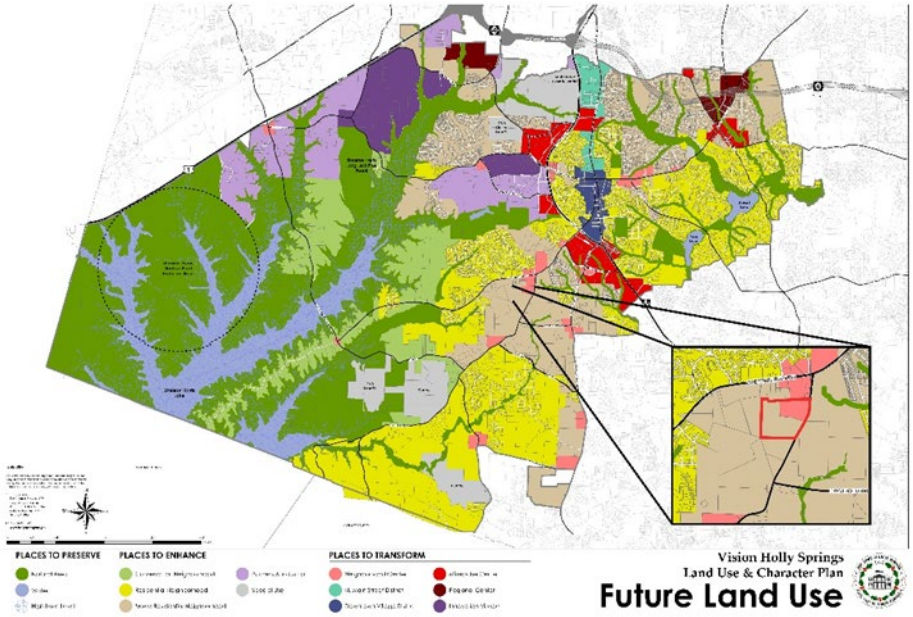
Topographically, the high point of the site is located approximately in the middle of the site towards the western property line. The siting of the Recreation Center building takes advantage of this high point, along with the building's height and siting, it becomes a central focal point of the site. It also always users a method for wayfinding as they either drive or walk to the site.

2. UDO 2.4.3.A.2: The preservation of significant view corridors; development of outlying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;

The site frontage retains views of Cass Holt Road and to the adjacent school grounds for access.

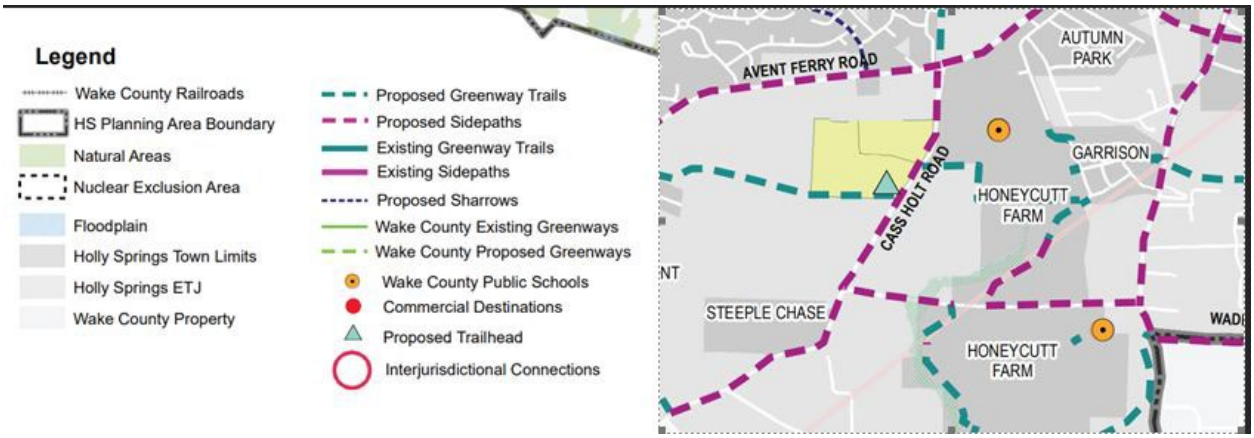
The proposed park is adjacent to Holly Springs High School, Holly Grove Middle School and Holly Grove Elementary School. The existing zoning for adjacent parcels is classified as Rural Residential.

The Future Land Use Map indicates the project site to be Mixed Residential Neighborhood/Neighborhood Center. The proposed land use for this project will be designated as Natural Area.



3. UDO 2.4.3.A.3: Development of pedestrian oriented communities; development of traditional style neighborhoods.

The proposed project has an extensive pedestrian pathway network including a greenway trail and 10' side path along the site's frontage. These pathways can connect to future developments in the neighborhood.



4. UDO 2.4.3.A.4: Development of communities that are visually and functionally connected to one another

a. No public streets are proposed on site.
b. The proposed on-site public greenway will be per Town Standards.
c. Proposed future connections to new developments

5. UDO 2.4.3.A.5: Protection of significant watershed areas in order to preserve water quality

a. Per UDO, the minimum open space is 30% (25% tree preservation area and 5% flexible space). Standards from this chapter cannot be modified as part of the Conditional District Rezoning.
    i. 13.94 acres minimum (tree preservation area)
    ii. 2.78 acres minimum (flexible space)
b. The proposed on-site public greenway will be per Town Standards.
c. This project modifies the existing to pond so it can be converted into a stormwater control measure and adheres to existing stream/ wetland buffers
d. This project proposed additional stormwater control measures (constructed wetlands) to treat runoff from impervious surfaces

6. UDO 2.4.3.A.6: Creativity and imagination in the process of development;

Holly Springs is rapidly growing and in response to this expansion, the site is envisioned to be a regional park while also serving the local community. With a vision of the future in mind, the project is strategically and creatively sited west of Highway 55. This area is currently lacking access to parks and open space. This park will provide active and passive open space to any future developments west Highway 55.

On a local scale, the park will capture residences of neighboring communities as well as the users of the educational facilities (high school, middle school and elementary) across from Cass Holt Road. The site is also a 5-minute drive to downtown Holly Springs which allows for greater regional connectivity.

Compared to other local parks sites in Holly Springs, such as Ting Park and Parrish Womble Park, Cass Holt Road Park will provide a unique experience so that various user groups can utilize the park. This unique experience is partly due to the large size of the park at 56 acres. The size of the park allows for a natural setting and takes advantage of existing features such as large, wooded areas, ponds, streams/wetlands. The project provides numerous amenities for a multi-general and event/tournament-based park. These amenities are connected by an extensive pathway system that leads to a central promenade.

The over 110,000sf Recreation Center creatively provides a four court gymnasium for tournaments and an adventure track for various fitness abilities. Portions of the adventure track goes through the multi-storied lobby area and connects at various floor levels.

Other unique site amenities in the park include a 25,000sf All Wheels Skate Park. This amenity provides a feature that is not present in the local area, the closest skate park is in Apex and is approximately 18,000sf. The All Wheels Skate Park will have courses for all skills levels and is large enough to hold events/tournaments. The All Wheels Skate Park will incorporate shade structures, seating and landscaping to provide a better experience for users and spectators.

7. UDO 2.4.3.A.7: Unique architecture or sustainable design

a. The project proposals several architectural features such as the 111,000sf Recreation Center, picnic shelters and Restroom Pavilion. The Recreation Center has a 4 court gym, adventure track, fitness center, group exercise rooms, multipurpose rooms, e-sports lounge and an indoor playground.
b. Building Façade- The proposed Recreation Center will have surface treatments, materials and colors to emphasize the uniqueness of its architecture. Materials such as brick, terracotta, metal, glass and architectural pre-cast concrete are recommended to be used.
c. The Recreation Center will provide photovoltaic solar collectors on the roof and provide infrastructure for future expansion.
d. The Restroom/Picnic Shelter building will match the architectural quality of the Recreation Center and provide a shelter canopy shape that responds to the geometry of the pathway system.

e. Other sustainable aspects of the project include a recirculation system for the splash pad, this pump room is in the proposed exterior restroom/ picnic shelter building. This water management system provides eco-friendly water control and will provide a control system allowing the Town to operate / maintain the system remotely.

Exterior Rendering of Proposed Recreation Center

8. UDO 2.4.3.A.8: Efficient, aesthetic and desirable use of open space;

This project provides numerous amenities that can used for active and passive recreation; the amenities include a Recreation Center, multi-purpose synthetic fields, basketball courts, restroom building with shelter, playground, splash pad, pickleball courts, volleyball courts, picnic shelters, fishing pier, greenway trail and preservation of natural features.

These amenities are organized around a central promenade and an extensive pedestrian pathway system. The pedestrian pathway network connects the multiple amenities and allows movement through the site.

There are also areas of unprogrammed open space for gatherings, seating, and additional passive recreation opportunities. The unprogrammed open space is predominately located at the center of the site where many of the amenities are located. This also allows for an overflow of space for tournaments and events. These spaces will also alleviate any potential congestion on high visitor days.

Existing features such as the pond (modified to be converted into a wet pond/stormwater control measure), stream/wetland and tree preservation areas are to remain existing and to enhance the natural aesthetic of the site.

9. UDO 2.4.3.A.9: Variety in housing types and physical development patterns

This project is not for residential development.

10. UDO 2.4.3.A.10: Special considerations for property with a unique history or outstanding physical features

The outstanding physical features of the site are its environmental site characteristics (forested areas, topography, stream, wetlands and pond). The site plan has been intentionally and thoughtfully prepared to let the valuable environmental site characteristics drive the design and avoids or limits disturbances to these natural resources. The existing physical features are enhanced through the siting of proposed new amenities. For example, there is pond access through a pathway system that leads the user to a picnic shelter and fishing pier. Park users have the opportunity for greater interaction and appreciation of the existing environmental site characteristics. The greenway winds through the wooded areas and strives to limit disturbances.

The landscape plan of the park is inspired by the natural features and strives to provide a diverse, planting palette that has plant species that are drought tolerant and low maintenance. Special consideration is given to proposed features that will enhance the site and provide a function. For example, the constructed wetlands act as educational and aesthetic features while also capturing runoff of the site. The reforestation/high density forested areas will provide additional biodiversity to the site, provide shade and there are pathways that go through the proposed reforestation/high density forested areas.

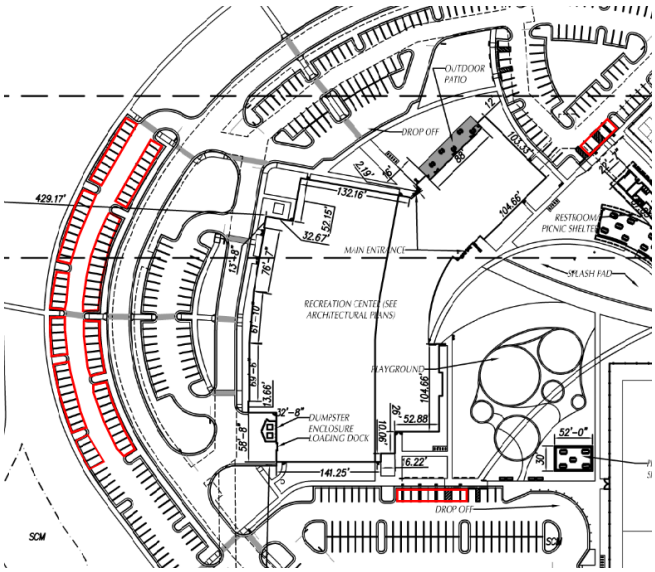
CLH design, p.a.
400 Regency Forest Drive
Suite 120
Cary, NC 27518
P: 919.319.6716
www.clhdesignpa.com

March 15, 2024

Re: Electric Vehicle Parking Reduction Memo
Cass Holt Road Park- PLRZ202300215/23REZ06

Dear Town of Holly Springs Development Services,
As the largest public facility construction project in the Town's history, the project team wants to ensure the most appropriate allocation of public funds. As such, the Town contracted with consultant Advanced Energy (AE) to review the Electric Vehicle charging potential of Eagles Landing Park (Cass Holt Road Park) against the baseline requirements of the Town's Unified Development Ordinance. In their review AE looked at the overall parking allocation on site alongside the expected "regular use" parking count based on conversations with the Town staff who will be managing the facility and programs within. The results can be seen below as a direct comparison to the baseline UDO Requirements. Please note, that the number of EV charging stations available on day one is the same with either option, only the long-term EV improvements have been changed. Please see below for breakdown of Current Site Plan and Advanced Energy EV Parking calculations.

Current Site Plan:
Calculations based on 537 (entire site) parking spaces
EVSE-Installed: 12 Spaces (labeled as EV-1 on plans), EVSE- Capable: 16 Spaces (labeled as EV-2 on plans)- Total EVSE: 28 Spaces (5.2%)
EVSE- Ready: 83 Spaces (15%)

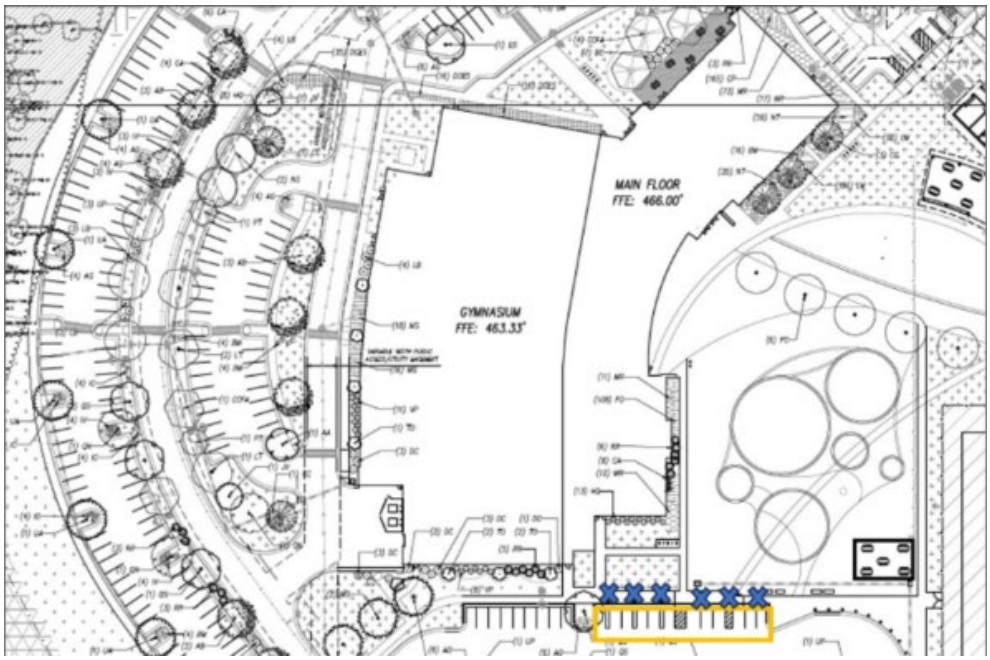


Current Site Plan depicting locations of EVSE and EVSE-Ready

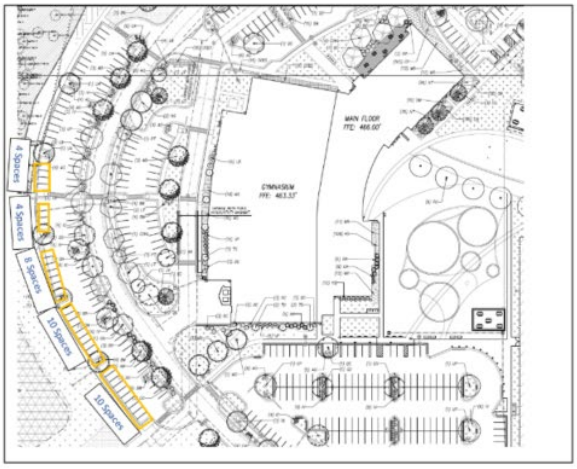
Advanced Energy (AE):

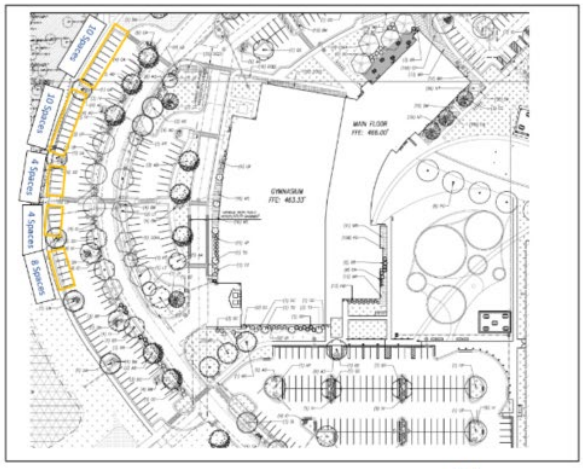
Calculations based on 240 "regular use" parking spaces

- EVSE-Installed: 12 Spaces (5%)-
  - Installed (Day One): EV Supply Equipment is installed at the designated parking space during the construction process.
- EVSE- Capable: 36 Spaces (15%)
  - Spaces that have access to conduit and have panel capacity designated for future circuits.
- EVSE- Ready: Not recommending EVSE-Ready Spaces
  - Parking spaces that have wiring/circuits terminating at the parking space and ideally terminating in a pedestal. These spaces do not yet have EVSE but are the easiest to quickly add stations.



Advanced Energy Recommendations for EVSE – Installed.





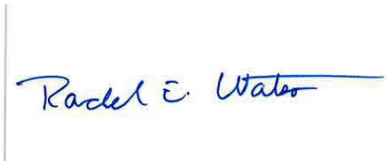
Advanced Energy Recommendations for EVSE- Capable. Option 1 (left) and Option 2 (right).

Please note that the entire park has a total of 537 parking spaces. This large number of parking is to accommodate relatively infrequent special events that may occur 10 to 12 times per year. The large, special events such as 2-day tournaments account for roughly 3%-5% of the days per year. On regular use days, the park is expected to use much fewer of the total parking spaces. Advanced Energy's recommendations apply the UDO percentages to "regular use" days which is estimated to be 240 parking spaces.

Section 1.2.7 Town Projects provides that Town projects such as this, are exempt from the standards of the UDO, however, they shall adhere to the requirements of the UDO to the greatest extent possible. It is our belief that the recommendations set for by Advanced Energy represent a responsible alternative to the strict application of the terms of the UDO and should be utilized for the development of Eagles Landing Park (Cass Holt Road Park).

Please call with any questions. Thank you.

Most sincerely,
For CLH design, p.a.



Rachel Watson

CLH design, p.a.
400 Regency Forest Drive
Suite 120
Cary, NC 27518
P: 919.319.6716

March 20, 2024

PROJECT: Cass Holt Road Park
RE: Development and Design Manual per UDO 11.6.1.B.3

Rural Residential Conditional District (RR-CD)

There are certain development proposals which – because of their nature, scale, or location – have particular impacts on their immediate surrounding areas and the community as a whole. In some instances, such development proposals may not be adequately accommodated by the base zoning districts. In accordance with NCGS 160D-703 (b) the provisions set forth in this section establish a one-step, legislative, conditional rezoning process for property within the town's zoning jurisdiction. Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development process, while creating additional controls to ensure quality development.

Conditional Zoning Districts (CD) Districts may be established for the following purposes:

- To allow innovative planning or design ideas for development in any district.
- To amend or expand the following uses of buildings as noted in the use table.

Summary

The Town of Holly Springs is proposing a 56-acre park along Cass Holt Road to support the growing community and to expand the Town's parks, recreation and open space network. The amenities for the park include a Recreation Center, multi-purpose fields, playground, splash pad, pickleball courts, volleyball, all wheels parks, basketball courts and a greenway trail. The project strives to maintain existing natural features and enhance the site through adding new plantings and amenities.

The proposed park is adjacent to Holly Springs High School, Holly Grove Middle School and Holly Grove Elementary School. The existing zoning for adjacent parcels and the project site is classified as Rural Residential. The proposed rezoning of the project site will be Rural Residential Conditional District (RR-CD).

The Future Land Use Map indicates the project site to be Mixed Residential Neighborhood/Neighborhood Center. The proposed land use for this project will be designated as Natural Area.

Proposed Uses (UDO 3.3.6 and 3.3.7 Additional Use Provisions)

i. Recreation Facility (Indoor)
ii. Recreational Facility (Outdoor)
iii. Outdoor Event and Recreational Space
iv. Civic Buildings

UDO Chapter 3 Use Provisions

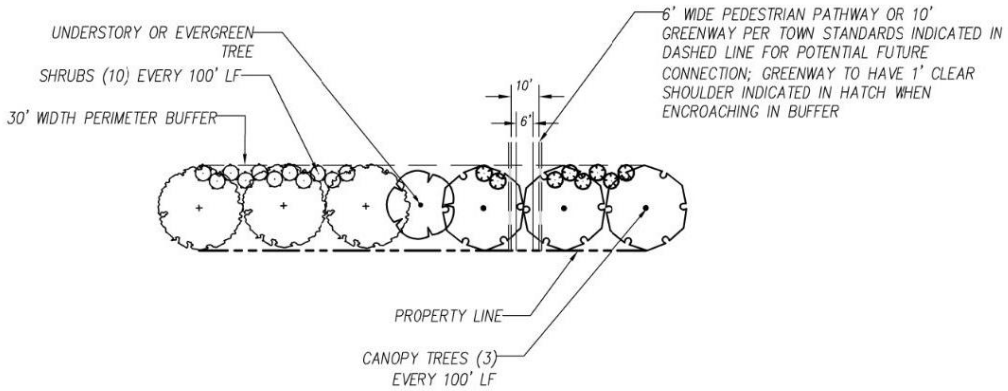
UDO STANDARD	MODIFIED STANDARD
Front and Side Corner Yard: 6 feet, Ornamental Fence Only	6' minimum, 20' maximum, black vinyl coated chain-link, ornamental fence, black netting
Side and Rear Yards: 10 feet, black vinyl coated chainlink or Ornamental fence	6' minimum, 20' maximum, black vinyl coated chain-link, ornamental fence, black netting

UDO Chapter 4 Open Space & Conservation

1. Per UDO, the minimum open space is 30% (25% tree preservation area and 5% flexible space). Standards from this chapter cannot be modified as part of the Conditional District Rezoning.
    a. 13.94 acres minimum required (tree preservation area) per UDO Chapter 4
    b. 2.78 acres minimum required (flexible space) per UDO Chapter 4
    c. 15.60 acres (27.96%) provided for tree preservation area
    d. 4.03 acres (7.22%) provided for flexible space
    e. Total percentage of open space provided: 35.18% (19.63 Acres)

UDO Chapter 5 Landscaping

1. Perimeter Buffer Encroachments
    a. This project proposes that a Town Greenway and future pedestrian pathway connections shall be allowed within perimeter buffers; Refer to detail below.



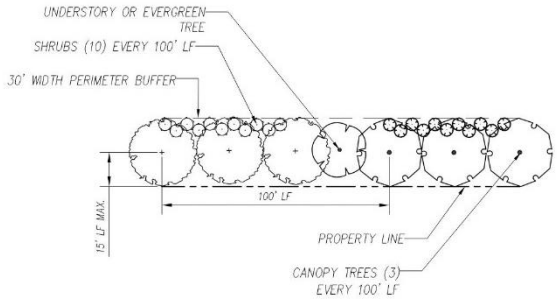
2. Perimeter Buffer Standards
    a) Southern Property Line
        i. Buffer width to be a minimum of 30’ to be planted at 40% semi opacity
            1. Evergreen 20% minimum
            2. Deciduous 80% minimum

UDO STANDARD – TYPE B: SEMI	MODIFIED STANDARD
40% Evergreen	20% Evergreen
	80% Deciduous
10’ Buffer Width	30’ Buffer Width

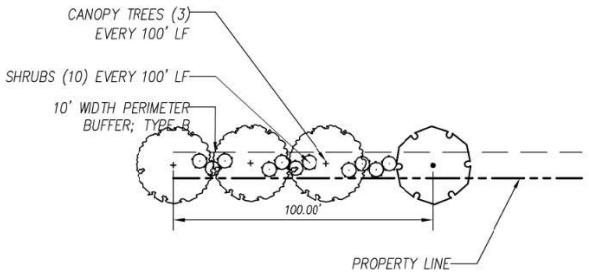
    b) Eastern Property Line Along Cass Holt Road
        i. Perimeter buffer along Cass Holt Road Park to be a 5’ Type A Perimeter Buffer

UDO STANDARD	MODIFIED STANDARD
Type B Perimeter Buffer	Type A Perimeter Buffer

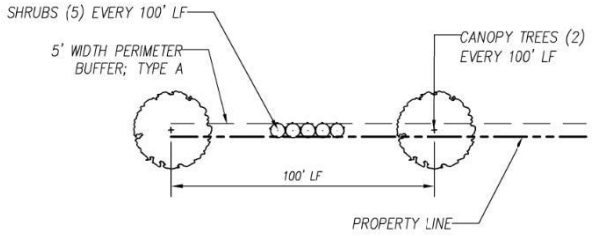
    c) See below for Buffer Details:



Southern Property Line 30’ Perimeter Buffer Detail; Scale NTS



North and West Property Line 10’ Type B Perimeter Buffer; Scale NTS



East Property Line 5’ Type A Perimeter Buffer Detail; Scale NTS

3. Interior Vehicle Parking Area
    a) Any vehicle parking area containing over 100 parking spaces will not need a landscape strip to maximize parking capacity but will need an interior landscape island per UDO.
    b) Interior Vehicle Parking Landscape Island

UDO STANDARD	MODIFIED STANDARD
At Least One Interior Landscape Island for 10 parking spaces, or fraction thereof	One Interior Landscape Island for every 13 parking spaces or fraction thereof

UDO Chapter 6 Parking

1. Permitted Vehicle Parking Locations
   a) Vehicle parking location is unrestricted
2. Minimum and Maximum Vehicle Parking Requirements

UDO STANDARD	MODIFIED STANDARD
Recreation Facility (Study Required)	Minimum Parking: 500 spaces
	Maximum Parking: None

UDO Chapter 8 Building, Site and Subdivision Lot Design Standards

1. Façade Standards
   a) Section 8.2.G.4.a.1: Façade Materials. Type 1 Materials

UDO Standard	**Modified Standard**
Type 1 Materials: brick; stone (e.g., natural/ cultured, limestone, marble, or granite); split-faced 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.	In addition to these Type 1 materials, terracotta façade panels; metal panels/ screens; and architectural or precast concrete with proper surface treatments and articulation to complement other Type 1 materials and elements consistent with the park features (not limited to simulation of brick or stone) are also considered Type 1 materials.

   b) Section 8.2.G.4.b.1.a: Bulk and massing – Horizontal Variations

UDO Standard	**Modified Standard**
At least 2 horizontal variations shall occur for any façade representing a discernable building base, middle, and top along the entire length of the façade.	Horizontal variations discerning the building base, middle, and top are not required for the building façade. Other horizontal expressions reflecting the nature of the building massing, interior usage, or other architectural expressions are recommended.

c) Section 8.2.G.4.c – Table 8.2-C Roofline Form for Small Buildings

UDO Standard	**Modified Standard**
Minimum – 0’ Maximum – 60’ Alternate Maximum – 75’	Minimum – 0’ Maximum – 60’ Alternate Maximum – 100’

d) Section 8.2.G.4.c.2 (c): Roof Expression – Commercial/ Mixed use Building Roofline Standards.

UDO Standard	**Modified Standard**
Roofline standards do not apply to rooflines of a building 3 stories or higher.	Additionally, roofline standards do not apply to rooflines of a building that have a building height of 36 feet or higher.

TOWN OF HOLLY SPRINGS

CASS HOLT ROAD PARK

REZONING SUBMITTAL #6

CONDITIONAL DISTRICT MASTER PLAN

Project No. Rezoning: 23-REZ-06/PLREZ202300216

March 08, 2024

HOLLY SPRINGS
North Carolina

CLH DESIGN, P.A.
400 Regency Forest Drive
Suite 120
Cary, North Carolina 27518
Phone: (919)319-6716
Fax: (919)319-7516
LA: C-106, PE: C-1595

SITE DATA:

PROJECT NAME:	CASS HOLT ROAD PARK
ADDRESSES:	5420 & 5508 CASS HOLT ROAD, HOLLY SPRINGS (WAKE COUNTY), NC 27540
PARCEL PIN #:	06483338740, 0648239301
PLANNING JURISDICTION:	TOWN OF HOLLY SPRINGS
ZONING:	RURAL RESIDENTIAL CONDITIONAL ZONING DISTRICT (RR-CD)
LAND USAGE:	NATURAL AREA
TOTAL TRACT(S) ACREAGE:	55.180 ACRES
DISTURBED AREA:	38.20 ACRES
TYPE OF DEVELOPMENT:	DEVELOPMENT PLAN/ PARK
BUILDING (RECREATION CENTER GSF)	110, 580 SF
PROPOSED SEWER FLOW:	34,478 GPD (AVERAGE), 86,194 GPD (PEAK) (CALCULATIONS BASED ON INTERNATIONAL PLUMBING CODE, BUILDING USAGE AND SQUARE FOOTAGE; REFER TO SEWER REPORT FOR FURTHER DETAIL)
FIRE FLOW:	2,000 GPM
SURVEY BENCHMARK:	AXLE/ AEROSPORT, NC GRID COORDINATES NAD 83 (2011), VERTICAL DATUM NAVD88

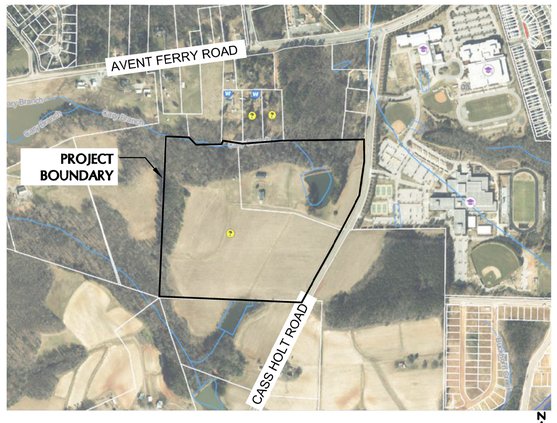
OPEN SPACE/ TREE PRESERVATION REQUIREMENTS:
(REFER TO LANDSCAPE PLAN FOR ADDITIONAL INFORMATION)

REQUIREMENT: TREE PRESERVATION AREA	25% (55.793 ACRES * .25)= 13.94 ACRES
REQUIREMENT: FLEXIBLE SPACE	5% (55.793 ACRES * .05)= 2.78 ACRES
TOTAL REQUIRED OPEN SPACE	30% (16.137 ACRES)

PROVIDED

TREE PRSERVATION AREA:	15.60 ACRES
FLEXIBLE SPACE:	4.03 ACRES
TOTAL OPEN SPACE PROVIED	35.18% (19.63 ACRES)

VICINITY MAP



PROJECT CONTACT:

OWNER	TOWN OF HOLLY SPRINGS, PARKS AND RECREATION
OWNER CONTACT:	MATT BEARD, PARK PLANNER 104 W BALLENTINE ST. HOLLY SPRINGS, NC 27540
DESIGNER:	CLH DESIGN, P.A.
DESIGNER CONTACT:	RACHEL WATSON, PROJECT MANAGER 400 REGENCY FOREST DRIVE, SUITE 120 CARY, NC 27518 919-443-4073

PROJECT TEAM:

LANDSCAPE ARCHITECT/ CIVIL ENGINEER	CLH DESIGN, P.A. 400 REGENCY FOREST DRIVE, SUITE 120 CARY, NC 27518
ARCHITECT	DAVIS KANE ARCHITECTS 503 OBERLIN ROAD, SUITE 300 RALEIGH, NC 27605 CONTACT: DEVANSHI KESARIA, AIA 919-719-2812
MEP ENGINEER	DEWBERRY 2610 WYCLIFF ROAD, SUITE 410 RALEIGH, NC CONTACT: JOHN TEETER 984-232-6803
STRUCTURAL ENGINEER	LYNCH MYKINS STRUCTURAL ENGINEERS RALEIGH, NC CONTACT: JEFF MORRISON, PE 919-302-5165

SHEET INDEX:

SITE/CIVIL

C-0.0	COVER SHEET
C-0.1	CONCEPT PLAN
C-0.2	TRANSPORTATION AND MOBILITY PLAN
C-0.3	OPEN SPACE AND PRESERVATION PLAN
C-0.4	LANDSCAPING PLAN
C-0.5	UTILITIES PLAN

1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRNGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CASS HOLT ROAD PARK
HOLLY SPRINGS, NC
TOWN OF HOLLY SPRINGS

C-0.1

CLH PROJECT NO: 22-196

LEGEND

- PROPOSED VEHICULAR PARKING
- PROPOSED RECREATION (INDOOR AND OUTDOOR)
- PROPOSED SCM
- PROPOSED GREENWAY
- REFORESTATION AREAS
- EXISTING VEGETATION
- PROPOSED SITE ACCESS
- EXISTING STREET
- PROPOSED FUTURE CONNECTION
- PROPOSED SIDEPATH
- EXISTING BUILDING TO REMAIN
- PERIMETER BUFFER

10' PERIMETER BUFFER; TYPE B

EXISTING POND TO BE CONVERTED INTO SCM

5' PERIMETER BUFFER; TYPE A

PEDESTRIAN CROSSING TO BE COORDINATED WITH THE TOWN OF HOLLY SPRINGS AND NCDOT

10' PERIMETER BUFFER; TYPE B

PROPERTY LINE; TYP.

WETLAND FEATURE "WA3"

WETLAND FEATURE "WA2"

WETLAND FEATURE "WA1"

PROPOSED FUTURE PEDESTRIAN CONNECTION TO BE COORDINATED WITH THE TOWN OF HOLLY SPRINGS AND ADJACENT PROPERTY OWNERS

30' MODIFIED PERIMETER BUFFER

JOY ANN BRYANT
DB 11360, PG 1170
PIN No. 0648117289

CASS HOLT ROAD

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	03-08-2024
CLH PROJECT NO:	22-196
FILE:	.

CONCEPT PLAN

C-0.1

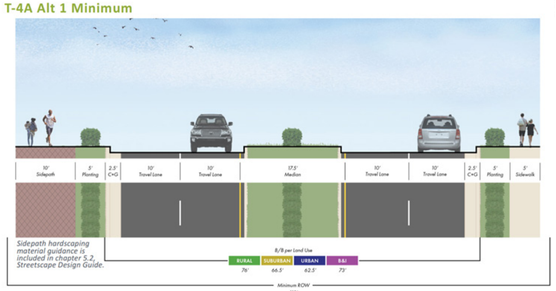
NOTES

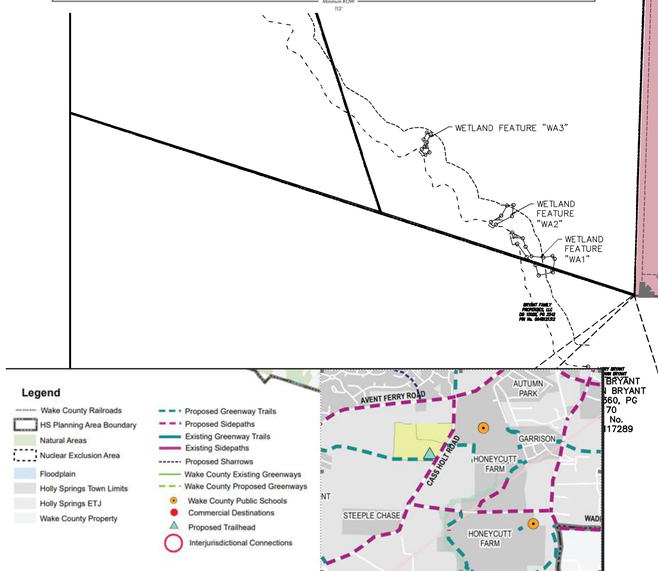
1. ALL RECOMMENDED IMPROVEMENTS IN THE TIA WILL BE DESIGNED AND CONSTRUCTED IN THIS PROJECT.

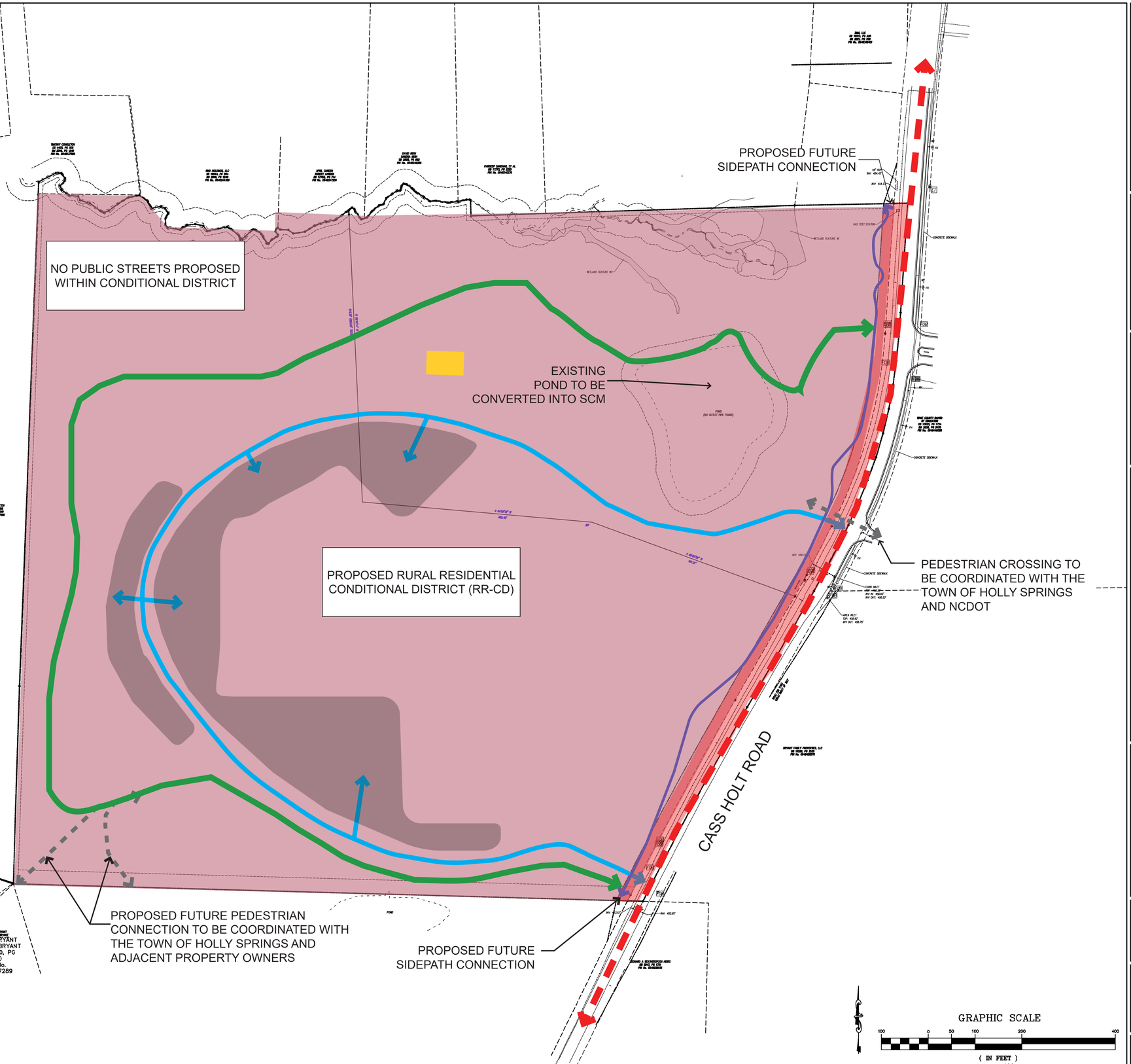
LEGEND

- PROPOSED VEHICULAR PARKING
- PROPOSED GREENWAY
- PROPOSED RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD)
- PROPOSED SITE ACCESS
- EXISTING STREET
- PROPOSED 10' SIDEPATH
- PROPOSED FUTURE CONNECTION
- EXISTING BUILDING TO REMAIN
- CTP ROAD WIDENING- 1/2 THE ULTIMATE CROSS SECTION

T-4A Alt 1 Minimum







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Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
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TOWN OF HOLLY SPRINGS, NC

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS	NO.	DATE	DESCRIPTION
	.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 03-08-2024
CLH PROJECT NO: 22-196
FILE: .

TRANSPORTATION AND MOBILITY PLAN

C-0.2

OPEN SPACE

	TREE PRESERVATION AREA	FLEXIBLE
REQUIRED	25 % (13.94 ACRES)	5% (2.78 ACRES)
PROVIDED	27.96 % (15.60 ACRES)	7.22% (4.03 ACRES)

TREE PRESERVATION AREA (MATURE TREES, SPECIMEN TREES AND EXISTING WETLAND, STREAM BUFFERS

EXISTING POND TO BE CONVERTED INTO SCM/ FLEXIBLE SPACE

PROPOSED RURAL RESIDENTIAL CONDITIONAL DISTRICT (RR-CD)

CASS HOLT ROAD

TIMOTHY CONGLETON
PIN No. 0648137586
ESTATE BOOK 14-E, PG 887
BM 2016, PG 1249
1633 AVENT FERRY ROAD

LARRY BRYANT
JOY ANN BRYANT
DB 11360, PG 1170
PIN No. 0648117289

WETLAND FEATURE "WA3"
WETLAND FEATURE "WA2"
WETLAND FEATURE "WA1"
S 4.1 START

LEGEND

- PROPOSED GREENWAY
- REFORESTATION AREAS/ TREE PRESERVATION
- EXISTING VEGETATION
- PROPOSED SITE ACCESS
- EXISTING STREET
- EXISTING BUILDING TO REMAIN
- PERIMETER BUFFER
- WETLAND PONDS/ FLEXIBLE SPACE
- PROPOSED MEADOW/ FLEXIBLE SPACE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC

CASS HOLT ROAD PARK

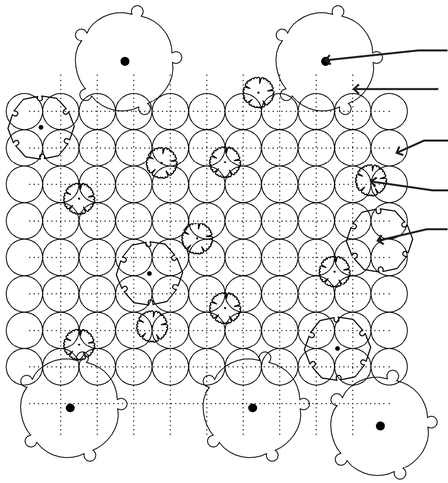
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS	NO.	DATE	DESCRIPTION
	.	.	.

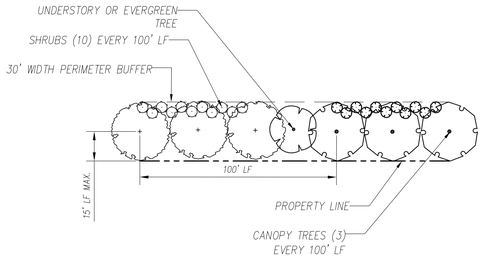
DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 03-08-2024
CLH PROJECT NO: 22-196
FILE: .

OPEN SPACE AND PRESERVATION PLAN

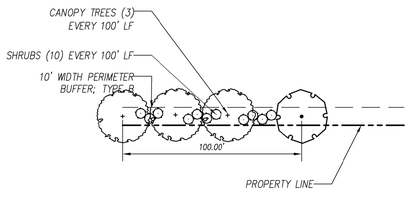
C-0.3



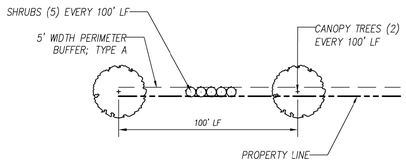
REFORESTATION PLANTING DETAIL (20'X20')
SCALE NTS



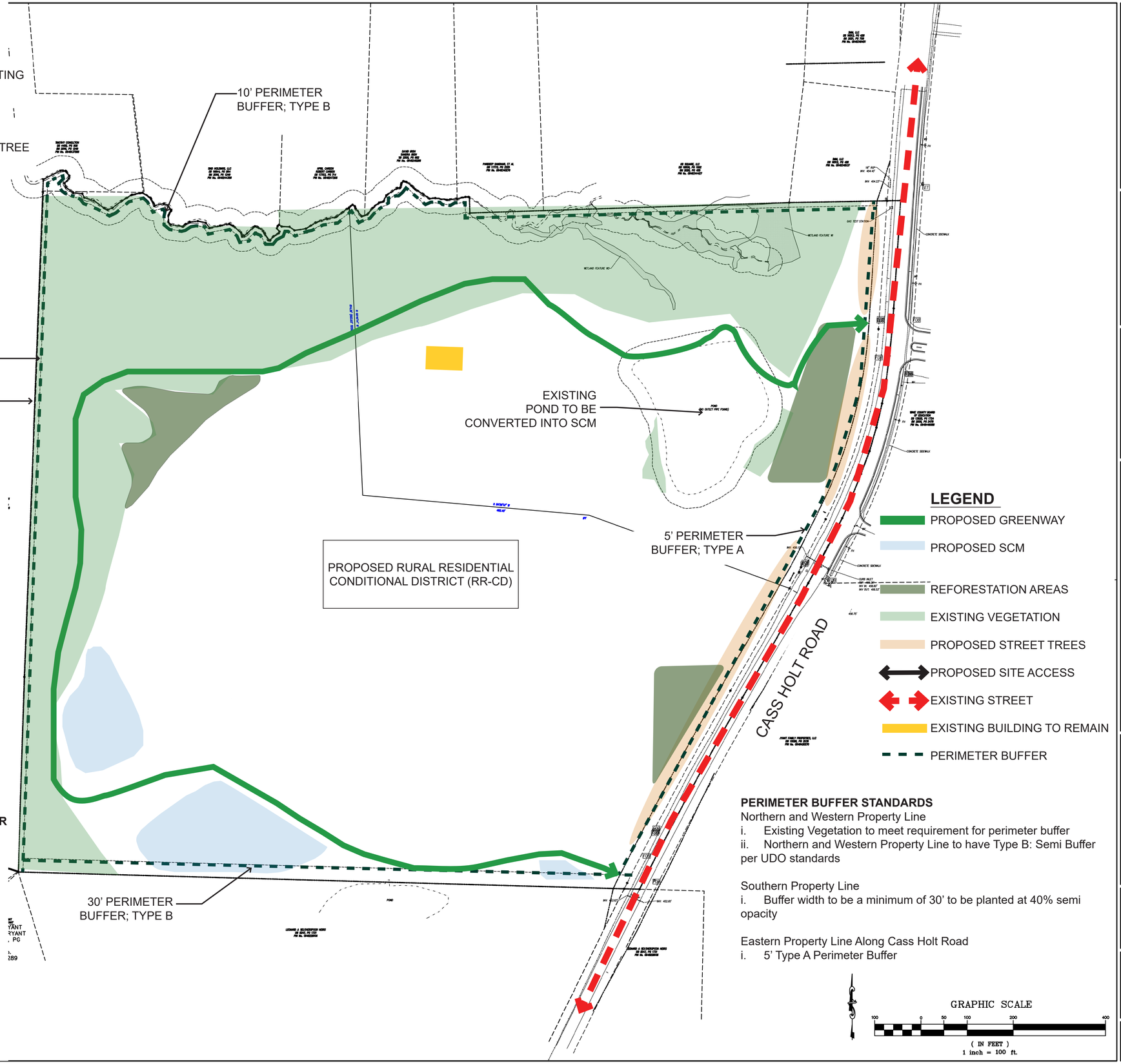
SOUTHERN PROPERTY LINE 30' PERIMETER BUFFER DETAIL



NORTH AND WEST PROPERTY LINE 10' TYPE B PERIMETER BUFFER



EAST PROPERTY LINE 5' TYPE A PERIMETER BUFFER DETAIL



PERIMETER BUFFER STANDARDS

Northern and Western Property Line

i. Existing Vegetation to meet requirement for perimeter buffer
ii. Northern and Western Property Line to have Type B: Semi Buffer per UDO standards

Southern Property Line

i. Buffer width to be a minimum of 30' to be planted at 40% semi opacity

Eastern Property Line Along Cass Holt Road

i. 5' Type A Perimeter Buffer

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400 Regency Forest Dr.
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Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

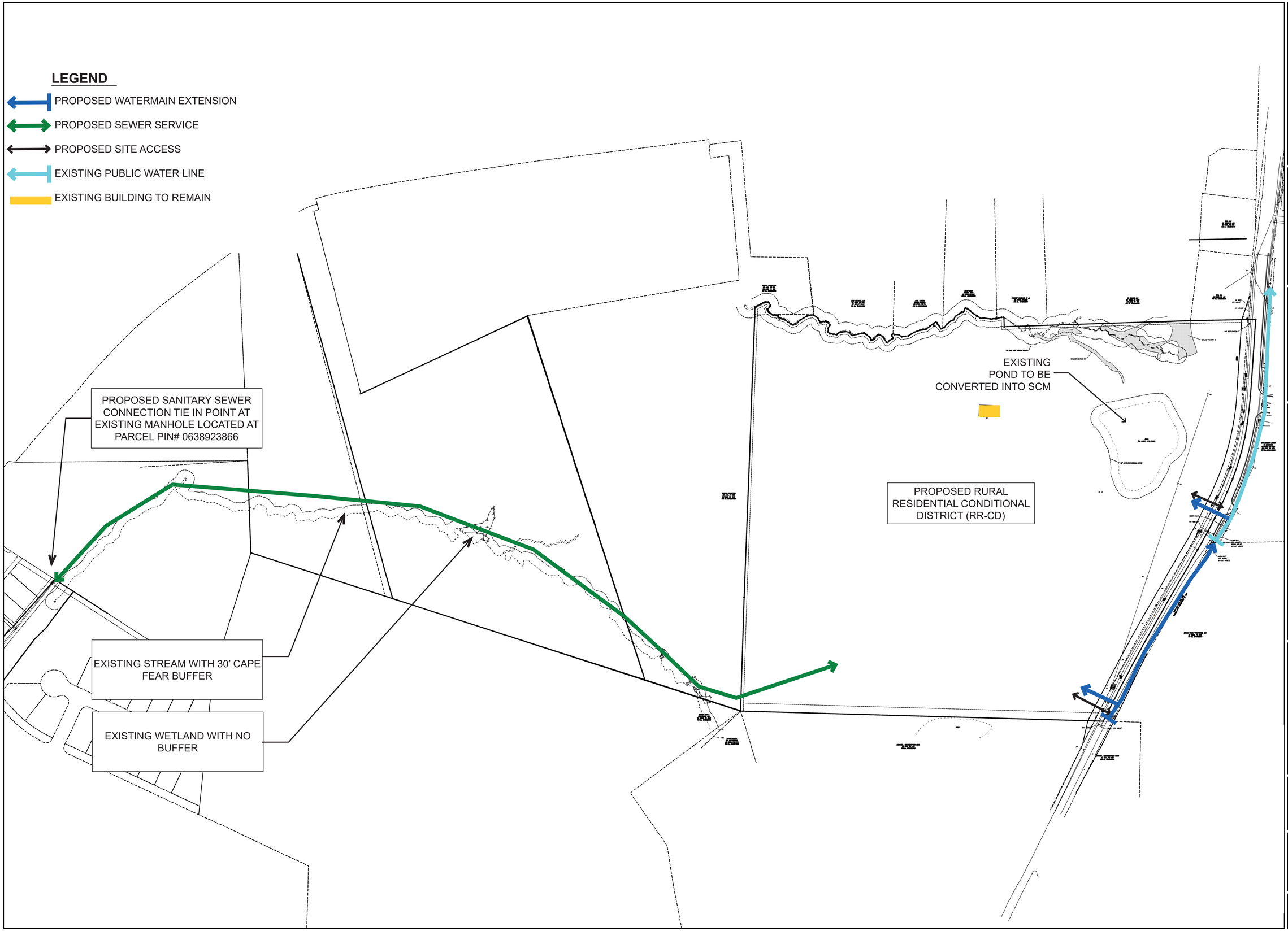
TOWN OF HOLLY SPRINGS, NC
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD, HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	03-08-2024
CLH PROJECT NO:	22-196
FILE:	.

LANDSCAPING PLAN

C-0.4



CLH DESIGN

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400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
NORTH CAROLINA PROFESSIONAL SEAL
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 03-08-2024
CLH PROJECT NO: 22-196
FILE: .

UTILITY PLAN

C-0.5

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 23.

Public Hearings
Title: Eagles Landing Park Development Plan 23-DP-11 - Quasi-Judicial Public Hearing
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Staff Resource: Cheryl Caines, Development Services, Catherine Jacobs, Development Services

Action(s):

- Conduct Quasi-Judicial Public Hearing.
- Adopt Resolution 24-09 to make and accept the Findings of Fact for consideration of and to approve Development Plan 23-DP-11 for Eagles Landing Park with the conditions stated in the attachment.
- Approve Utility Allocation Request for Eagles Landing Park 23-DP-11.

Explanation:

- The Town has received a Development Plan request for the development of a new Town Park (Eagles Landing Park) located off of Cass Holt Rd.
- The project is located on 55.18 acres at 5420 & 5508 Cass Holt Rd.
- The proposed park amenities include a new recreation center with four (4) multi-purpose gymnasiums and inter-generational recreation features; outdoor courts, turf fields, picnic shelter, skate park, splash pad, greenway loop trail and other site improvements.

Staff Recommendation: Approve

Planning Board Recommendation: Approve (8-1)
A summary of the Planning Board discussion is in the staff report.

Background:

- Parcel was rezoned to RR-CD Rural Residential Conditional Zoning District on April 16, 2024.
- The property was originally zoned R-30 (reassigned to RR Rural Residential) on January 17, 2006, when the property was added to the Town's Extra Territorial Jurisdication (ETJ).
- In December 2019, the Town purchased property totaling 55.9 acres at 5508 Cass Holt Rd. The parcel was annexed into the town limits on September 1, 2020.

Funding Source(s):
N/A

Attachment(s):

1. 23DP11_EaglesLandingPark_TC041624
2. 23DP11_EaglesLandingPark_Resolution
3. 23DP11_EaglesLandingPark_Application
4. 23DP11_EaglesLandingPark_Plans
5. 23DP11_EaglesLandingPark_UtilityAllocationRequest

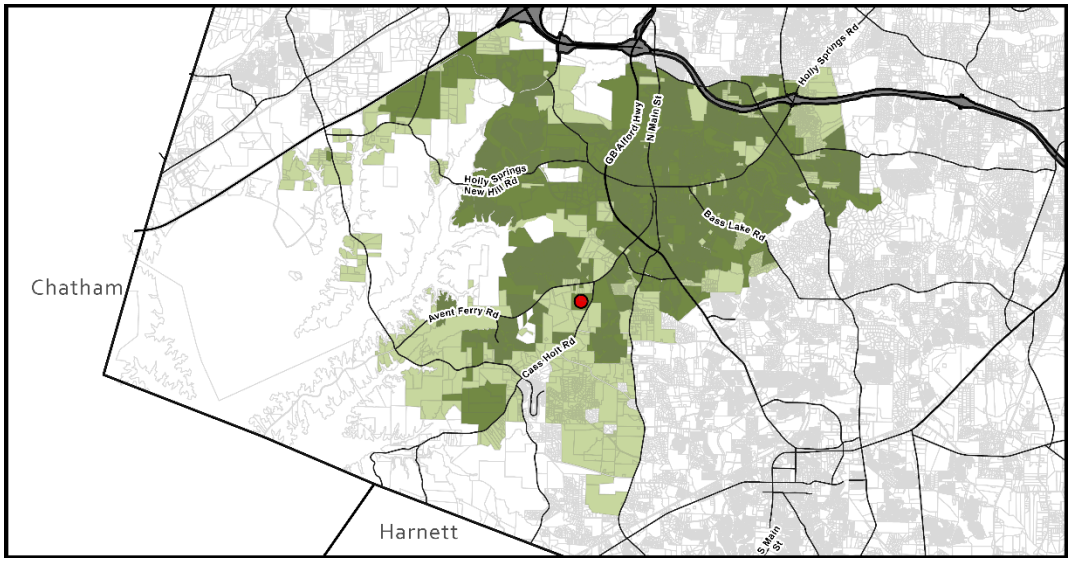
Project Type: Development Plan

Concurrent Applications:
☐ n/a

Applicant / Petitioner:
Rachel Watson / CLH Design (See Petition)

Property Address:
5508 & 5420 Cass Holt Rd.

Property Area: 56 ac.



Located in: ☒Holly Springs Corporate Limits ☐Holly Springs ETJ ☐Annexation Pending

Project Summary:
A Development Plan for a 110,580 sf Civic Building and surrounding Town Park at 5508 & 5420 Cass Holt Rd.

Requested Action:
Quasi-Judicial Decision: The Town Council must hold a quasi-judicial hearing to collect facts and then make a decision based on the written and oral evidence presented and adopted town policies and procedures.

Table of Contents:

Case Summary	Page 2
Current Zoning Information	Page 3
Land Use & Character Information	Page 4
Transportation Information	Page 6
Parks, Recreation & Greenways Information	Page 8
Community Facilities Information	Page 9
Infrastructure & Utility Information	Page 10
Natural Resources Information	Page 12
Development Standards	Page 13
Decision-Making Information	Page 16

Case Summary

Current Zoning:
RR Rural Residential

☒ Conditional Zoning District

Current Major Subdivision Plan:
None

Aerial Photograph

Growth Strategy Map:
Places to Preserve

Small Area Plan Designation:
N/A

Future Land Use Plan Designation:
Natural Area

Staff Analysis:

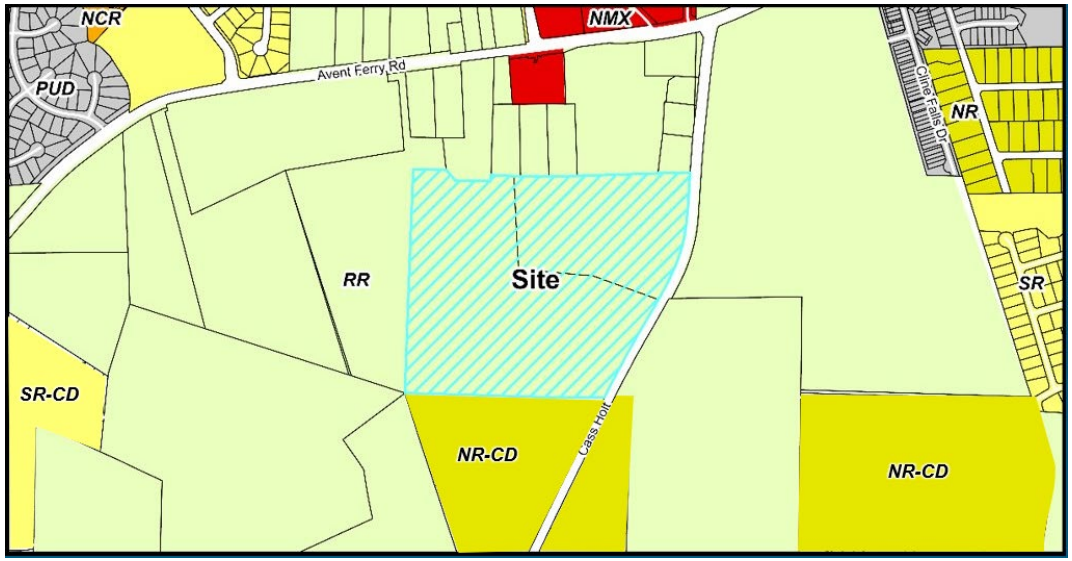
The requested Plan is: ☒ Consistent with Adopted Plans /Ordinances ☐ Inconsistent with Adopted Plans/Ordinances

The Development Plan complies with minimum requirements specified in Town adopted land development plans, policies, and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Current Zoning Information

Parcel #	Zoning	Area
0648333740	RR Rural Residential	17.66
0648239301	RR Rural Residential	38.24
	Total Area	**55.9**



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	Vacant / Single Family Home
North	RR Rural Residential	Vacant / Single Family Homes
South	RR Rural Residential	Vacant / Agricultural
East	RR Rural Residential	Vacant / School
West	RR Rural Residential	Vacant

Parcel Rezoning History

Rezoning Number: 23-REZ-06
Original Zoning: RR
Approved Zoning: RR-CD
Pending Town Council on: April 16, 2024

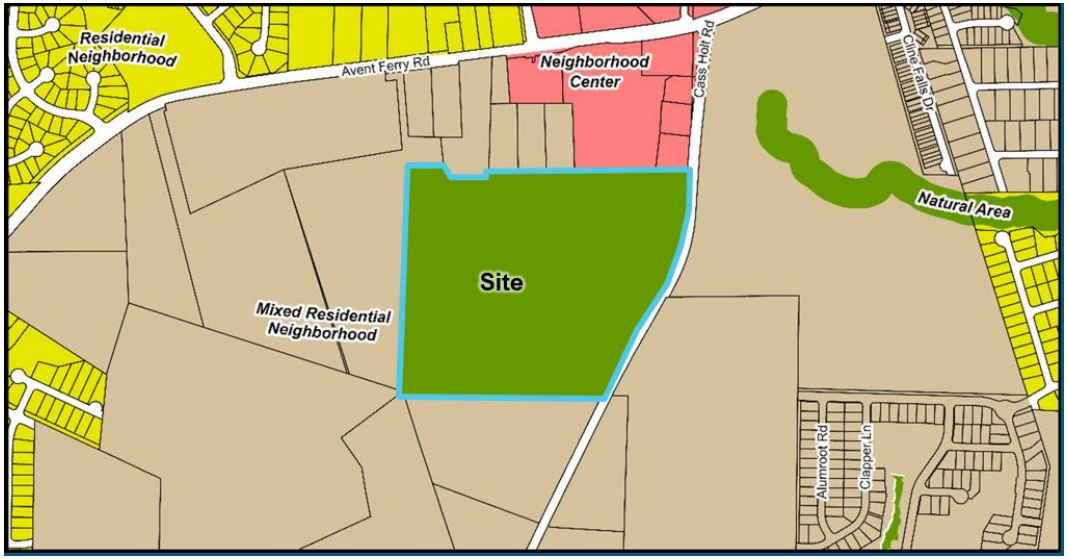
Rezoning Number: 06-01 (Establish ETJ)
Original Zoning: Wake County
Approved Zoning: R-30 (Reassigned to RR with new UDO)
Approval Date: January 17, 2006

Land Use & Character Information

Growth Strategy Map: Places to Preserve

Future Land Use: Natural Area

Small Area Plan: N/A



Future Land Use Map

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:

Theme	Summary
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☒ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☐ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)

Land Use & Character Information (cont.)

Growth Strategy Map: Places to Preserve
Places to preserve in Holly Springs safeguard environmentally-sensitive lands and provide meaningful opportunities to link residents with nature. They generally include permanent conservation areas, one hundred-year floodplains, and land inside the high lake level and buffer area (260 feet) for the Shearon Harris Nuclear Power Plant. Future development is discouraged in these locations to protect natural areas throughout the community, with the exception of single dwelling detached homes on very large lots and cross-town trails and greenways that provide attractive, viable travel corridors for walking and biking.

Future Land Use: Natural Area
Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.

Key Characteristics:

- These areas prioritize preservation of open space, topography and natural resources, and may include woodlands, parks, greenways and water bodies.
- Any development should be sensitive to existing conditions. Mass grading is not permitted. Tree clearing is not permitted except on properties under forest management programs agriculture, recreation, or for a single dwelling residential home site.
- Any civic or recreational open space is informal in character.
- Paved or unpaved surface parking lots only in association with recreational or other non-residential uses. Permeable surfaces should be considered for surface parking.

Small Area Plan: N/A

Historic Structures: ☒ None

Future Land Use Staff Analysis:

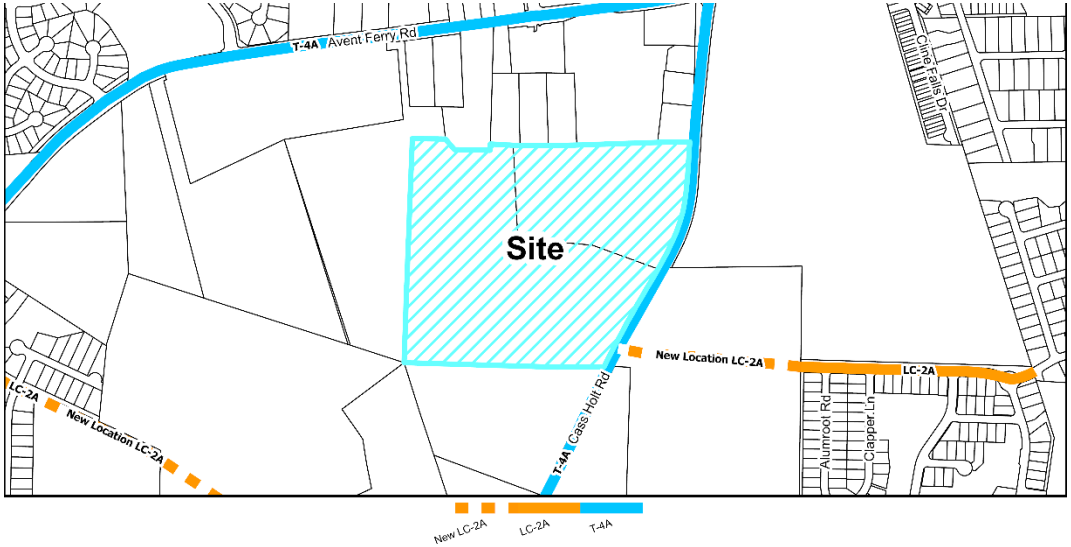
The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The proposed development is consistent with the Future Land Use Plan. It preserves large existing tree stands and provides formal & informal recreation areas throughout the site.

Transportation Information

Comprehensive Transportation Plan

Road Widening along Project Frontage	☒ Required ☐ Not Required
New Location Roadways	☐ Required ☒ Not Required
Hotspot/Safety Study Location	☐ Yes ☒ No



Roadway Map

Comprehensive Transportation Plan Summary

Road Widening along Project Frontage:
In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening is required across the property frontage of Cass Holt Road to meet ½ of the ultimate cross-section. The development is proposing two driveway accesses along Cass Holt Road.

New Location Roadways:
There are no new CTP public roads proposed on this parcel.

Hotspot/Safety Study Location:
The intersection of Avent Ferry Road at Cass Holt Road/Capeside Avenue is located north of the project area and was identified as a Hot Spot study location. The recommended near-term improvement is to limit Capeside Avenue to a right-in right-out configuration. The recommended long-term improvement is to realign either Capeside Avenue or Cass Holt Road to create a traditional, four-way intersection with a traffic signal.

Improvement Prioritization:
n/a

Transportation Information (cont.)

Traffic Study Policy

☒Traffic Study Required ☐Tier 1
☐Tier 2
☒Tier 3
☐Transportation Verification Memo

Traffic Study Summary
A Traffic Impact Analysis (TIA) and associated Transportation Mitigation Agreement was completed with the rezoning petition. This development is required to adhere to and construct all recommended improvements within the approved TIA as follows:

Improvements Required at Cass Holt Road/ Site Access #1:
- Construct Site Driveway as full movement with one ingress, one egress lane, and a minimum internal protected stem length of 100'.
- Provide dedicated left-turn lane on northbound Cass Holt Rd with 50' of storage and appropriate taper.
- Provide a second southbound through lane on Cass Holt Road to comply with the CTP required frontage widening.
- Provide pedestrian crosswalks at this intersection.
- Install a traffic signal with pedestrian accommodations if approved by NCDOT.

Improvements Required at Cass Holt Road/ Site Access #2:
- Construct Site Driveway as full movement with one ingress, one egress lane under stop control with a minimum internal protected stem length of 100'.
- Provide dedicated left-turn lane on northbound Cass Holt Rd with 50' of storage and appropriate taper.
- Provide dedicated right-turn lane on southbound Cass Holt Rd with 50' of storage and appropriate taper.

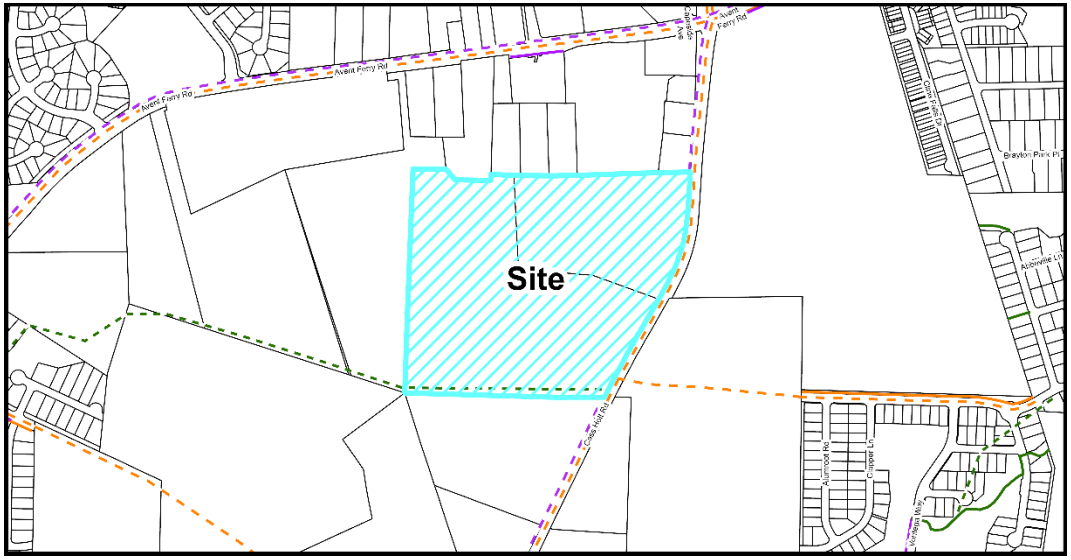
Transportation Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The mitigation improvements shown on the Development Plan are consistent with the Comprehensive Plan as well as the Traffic Study and Transportation Mitigation Agreement associated with the Rezoning petition.

Parks, Recreation & Greenways Information

Park Search Area ☐ Yes
☒ No



Active Transportation Map

Required Active Transportation Improvements
☒ Greenway ☒ Sidepath

The project is providing a meandering side path along Cass Holt Rd. as well as an on-site Greenway which could easily be connected to the properties to the South and West.

Parks, Recreation, & Greenways Summary

The Parks, Recreation and Greenways Master Plan identifies a need for additional parks and recreation opportunities for residents west of NC 55. A potential trailhead is indicated on the property and a greenway extending along the southern edge of the property which will eventually extend west towards Stonemont Subdivision.

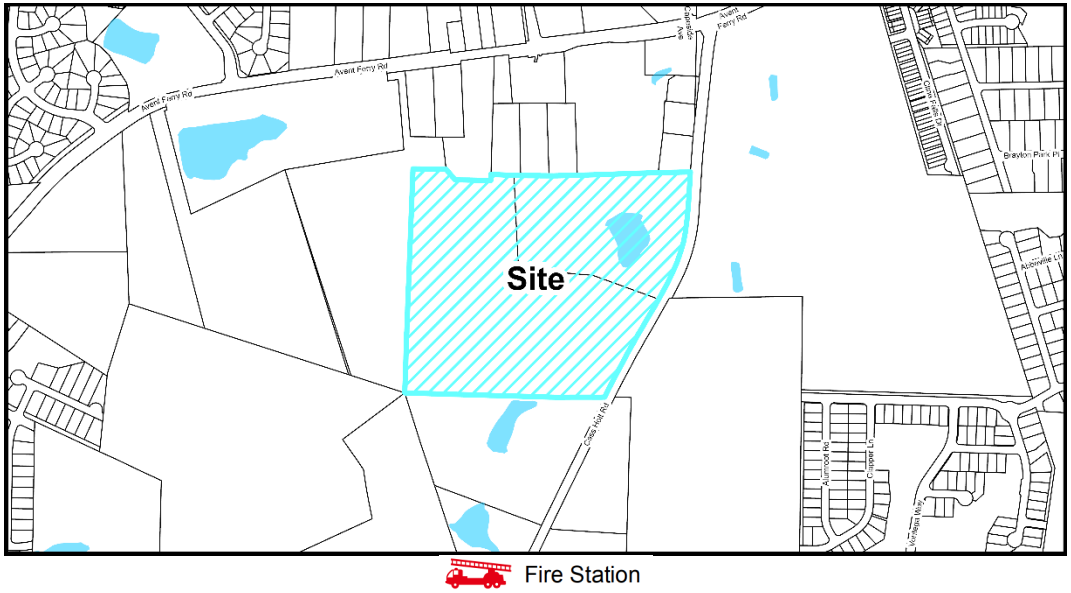
Parks, Recreation, & Greenways Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The project is consistent with the Parks, Recreation & Greenways Master Plan.

Community Facilities Information

Population growth increases demand for public services. In order to fulfill this demand, community facilities must be appropriately planned for and constructed. These facilities may range from additional public safety stations, such as police and fire, to new schools to handle the influx of school-aged children into an area.



Community Facilities Map

Community Facilities Staff Analysis:

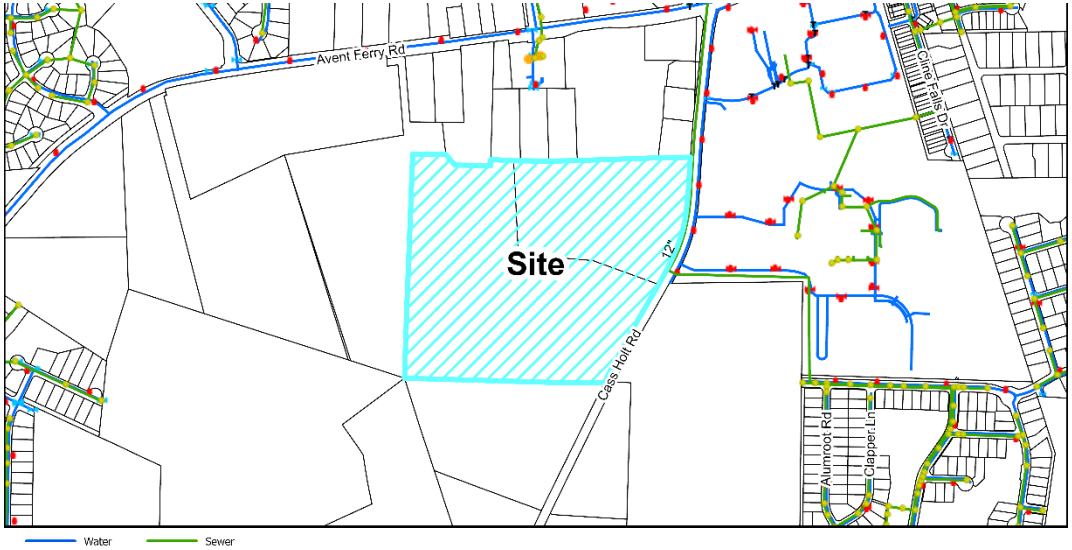
The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The project location is within existing service areas for the Town's public safety departments, and does not exist within one of the search areas for a new public safety station shown on the Community Facilities Map.

Infrastructure & Utility Information

Utility Availability

Water	☒ Yes ☐ No ☒ Study Required
Sanitary Sewer	☐ Yes ☒ No ☒ Study Required
Reclaim	☐ Yes ☒ No ☐ Study Required



Utility Map

Infrastructure & Utility Summary

Water:
The project is required to tie to and extend Town water facilities to serve the proposed development. Watermains extensions are proposed along Cass Holt 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 Polices. A Fire Flow Analysis was completed with this Development Plan and it confirmed adequate water pressure within the Town's system with the addition of this development.

Sanitary Sewer:
While not currently available to the property, sewer service will be provided via an extension of a gravity sewer network ultimately draining to the existing Avent Ferry 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.

A downstream sewer study, including a pump station capacity analysis for the existing pump station, was completed with the rezoning. The study concluded the existing downstream sewer infrastructure and the existing pump station have adequate capacity to support the park.

Reclaim:
This project is located outside the Town's Reclaim Water Service Area.

Infrastructure & Utility Information (cont.)

Water Resource Management (WRMP) Policy

☒ WRMP Applicable
☐ WRMP Not Applicable

☒Tier 1
☐Tier 2
☐Tier 3

Allocation Elements

☐ Public Infrastructure Improvements
☐ Sustainable Design
☐ Work Force Housing
☐ Open Space/Tree Preservation

Water Resource Management Policy Summary
This development is subject to the Water Resource Management Policy and has provided a Utility Allocation Request. All utility allocation requests must be approved by the Town Council. The Utility Allocation Request will be considered with this approval.

Utility Allocation Summary

Priority Level: Priority Level 1
Allocation Assignment: Operational Reserves
Allocation Requested: 34,478 gallons per day
Staff Determination: Sufficient allocation remaining in the Operational Reserves assignment to support this project for the proposed build out year of 2027

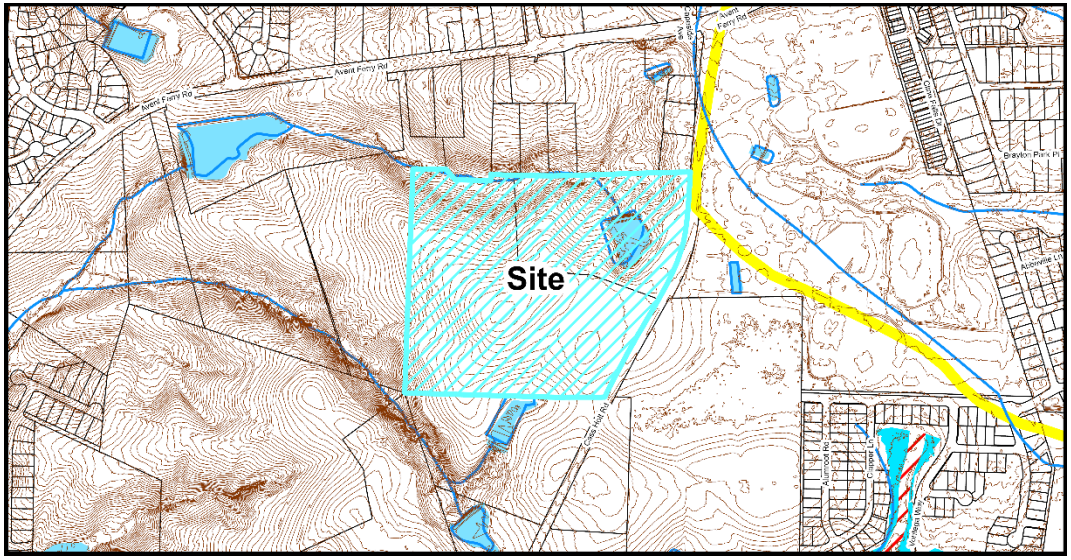
Infrastructure & Utility Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

The proposed utility connections and extensions are consistent with the Comprehensive Plan as well as the Engineering Studies associated with the Rezoning Petition.

Natural Resources & Open Space Information

On-site Private Open Space	**16.73 ac.**
Tree Preservation Area	25% or 13.94 ac.
Active Recreation Area	0% or 0 ac.
Urban Civic Space	N/A
Flexible Space	5% or 2.789 ac.



Natural Resources Map

Natural Resources & Open Space Summary

Open Space:
The project is providing several outdoor gathering spaces throughout the site with a main plaza corridor leading from Cass Holt Rd. to the front of the building. Several amenities are provided as well such as soccer fields, basketball courts, pickleball courts, skate park, and fishing pond.

Stormwater:
The project is located within the Cape Fear River Basin proposing to treat all new impervious surfaces onsite with several Stormwater Control Measures. There are several jurisdictional features located onsite such as wetlands, a stream and Riparian buffers.

Natural Resources & Open Space Staff Analysis:

The requested Development Plan is: ☒ Consistent ☐ Inconsistent

Any and all permits required to construct this development must be obtained prior to Civil Construction Drawing approval. This has been designed in a way to minimize impacts to the existing environmental features and is consistent with the previously approved Rezoning for Eagle's Landing Park.

Development Standards Information

The following is a summary of how the proposed development satisfies the applicable 2022 Holly Springs Unified Development Ordinance (UDO) and 23-REZ-06 Eagle's Landing Park Conditional Zoning District.

Development Standards Summary

Development Standards (UDO Section 2 & Master Plan):

Building Placement	Standard	Proposed
Thoroughfare Setback (front)	50 ft	~922 ft
Side – Corner Setback	20 ft	N/A
Side – Interior	10 ft	~433 ft & 572 ft
Rear	25 ft	~429 ft

Building Height	Standard	Proposed
Maximum Building Height	50 ft	50 ft

Landscaping (UDO Section 5 & Friendship Innovation Park Master Plan):

	Standard	Proposed Standard
Perimeter Buffers		
Thoroughfare Buffer (East)	5' Type A	5' Type A
North	10' Type B	10' Type B
South	30' Modified Type B	30' Modified Type B
West	10' Type B	10' Type B
Foundation (per square footage of landscaped area outside the structure, parking area, or loading area)		
Trees	1 overstory tree/5,000 sq. ft. or 1 small tree/ 3,000 sq. ft.	1 small tree/3,000
Shrubs	1.5 medium shrubs or 2 small shrubs/1,000 sq. ft.	2 small shrubs/1,000
Interior Vehicle Parking Area		
	1 landscape island with one tree and 4 shrubs/13 parking spaces	41 Trees and 165 shrubs within landscape island and strip for 537 parking spaces
Street Trees		
	Thoroughfare: Trees on private property within 5 ft of the right-of-way	Shumard Oak and Little Leaf Linden trees provided

Parking (UDO Section 6):

	Standard	Proposed
Vehicle Parking Locations	Unrestricted	Parking in front, side and rear of the building.
Minimum Parking	500 spaces	500 spaces
Maximum Parking	none	none
Bike Parking	5 spaces / 100 Parking Spaces	39 spaces
EV Parking	EVSE-Installed: 12 Spaces EVSE-Capable: 36 Spaces	EVSE-Installed: 12 Spaces EVSE-Capable: 36 Spaces

Building, Site and Subdivision Design (UDO Section 8):

	Proposed
Building Design	
Building Materials	Proposed materials include two styles of modular thin brick, terracotta panels, metal panels, aluminum composite material panels, and architectural precast concrete. Façade facing areas with vehicle and pedestrian traffic include large glazing features as well as vertical windows that match other elements throughout the building. The various materials provide a variety of textures and colors.
Horizontal Variation	Horizontal variations discerning the building base, middle, and top are not required for the building façade. Other horizontal expressions reflecting the nature of the building massing, interior usage, or other architectural expressions are used.
Vertical Variation	Distinct building bays are proposed through material changes and façade articulation. Additionally, on several sides of the building window treatments and designs are used to create vertical variation.
Roof Expression	Roofline standards do not apply to rooflines on buildings 36 feet or higher. Roofline does vary throughout the building with several step ups and step downs in the roofline.
Site Design	
Off-street Loading	Off-street loading areas are proposed along the south side of the building and are screened from those accessing the building by being located away from main entrances. Landscaping has also been used to help screen this area.
Pedestrian Access & Circulation	Sidewalks connect the building to the public street (Cass Holt Rd.), internal access drives, open spaces, and adjacent properties. The parking areas include perimeter sidewalks and interior pathways for circulation.

Development Standards Staff Analysis

The applicant must demonstrate that the proposed Development Plan complies with minimum requirements specified in Town adopted land development policies and ordinances.

Staff has reviewed the application and has determined the proposed Development Plan is:
☒ Consistent with Adopted Plans ☐ Inconsistent with Adopted Plans

The Development Plan is consistent with the Town's adopted plans for the following reasons:

- The development is sensitive to existing natural features throughout the site with preservation of tree stands and a natural pond.
- The Recreational Facility, Outdoor is consistent with the Rural Residential Conditional Zoning District and the Natural Area Future Land Use designation of the site.
- The preserved tree stands will act as perimeter buffers to reduce noise and light pollution to the adjacent properties.
- Multiple formal and informal open spaces are provided throughout the site for both park users and employees.
- The proposed buildings include a mix of materials and features to satisfy the UDO and Conditional Zoning District building design standards.
- Safe and efficient pedestrian access and circulation is proposed on-site and to adjacent streets and properties.

Decision-Making Information

Development Plan Staff Analysis
The Development Plan complies with minimum requirements specified in Town adopted land development policies and ordinances.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting
The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 7/11/2023
Summary of Issues:

- Concerns regarding the traffic improvements that would be completed.
- Concerns regarding light and noise pollution to adjacent properties.
- Concerns regarding the location of the proposed sewer route to the west of the project.

Planning Board Action

Planning Board Meeting Date: 3/26/2024

Planning Board Decision Type: Advisory Decision

Advisory Decision
The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Development Plan is consistent with the technical standards of Town of Holly Springs Unified Development Ordinance.

The Planning Board discussed the following issues and concerns:

- Students from the High School using the parking during school hours.
- Potential coordination with Wake County Public Schools to be able to use the parking at the school during large events at the park.
- Lights and noise pollution potentially impacting the adjacent properties.
- Having a cost benefit analysis completed for installing EV charging stations that are run by solar panels.

- Protection of adjacent wells and ensuring water quality of these adjacent wells.
- Safe pedestrian connectivity to the school and throughout the area.

Planning Board Recommendation: Recommend that the Town Council approve Development Plan 23-DP-11 for Eagles Landing Park as submitted by CLH Design, dated Revised 3/8/2024with staff recommended conditions.

The Planning Board voted in favor of the motion (8 - 1)

Those voting against the motion:

- Van Crandall – voted against the motion because a cost benefit analysis for providing covered EV spaces with solar on the roof to run the EV Charging Stations was not completed.

Town Council Consideration & Action

Quasi-Judicial Public Hearing

Prior to the Quasi-Judicial Public Hearing:

- Mailed notice was sent to all property owners within 500 feet of the project.
- Posted notice was made with a public hearing sign on the property.

Town Council Decision: Quasi-Judicial Decision

Quasi-Judicial Decision:

Quasi-Judicial decisions are determined by the presentation of factual evidence as to whether the proposed Development Plan satisfies the applicable development standards. The Town Council must hold a Quasi-Judicial public hearing to collect facts and then make a decision based on the written and oral evidence presented. A Quasi-Judicial decision must be made on facts and evidence and cannot be based on opinions or hearsay. Anyone who presents facts and evidence during the Quasi-Judicial public hearing must be sworn in under oath and may be subject to cross-examination. 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.

Potential Development Plan Petition Motion
Adopt Resolution #24-09 to make and accept Findings of Fact for and to approve Development Plan 23-DP-11.

Potential Utility Allocation Motion
Approve Utility Allocation Request for Eagles Landing Park 23-DP-11.

Resolution No. 24-09
Date Adopted: April 16, 2024
Effective Date: April 16, 2024

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR AND TO APPROVE WITH CONDITIONS DEVELOPMENT PLAN (23-DP-11); FOR EAGLES LANDING PARK

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in March 2022; and

WHEREAS, pursuant to NCGS §§160D 403 and Chapter 11 of the Town of Holly Springs UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant approval of Development Plans if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Development Plan Findings of Fact:
The Town Council shall consider the following review criteria in determining whether to approve, approve with conditions, or deny a Development Plan.

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, maximizes 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.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Applicant's findings of fact into the minutes (Exhibit A), have received site plans, and have considered conditions of approval (Exhibit B) for the following requested Development Plan:

> Development Plan (23-DP-11): A public park at 5420 & 5508 Cass Holt Road, Wake County PINs 0648333740 & 0648239301 in the RR-CD Rural Residential Conditional Zoning District.

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the written findings of fact. The Town Council finds that the Applicant's findings of fact to be consistent with the public testimony received on the requested Development Plan, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of additional conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact and to approve with conditions (Exhibit B) Development Plan (23-DP-11) for Eagles Landing Park; as submitted by CLH Design.

Adopted by the Holly Springs Town Council on this, the 16th day of April, 2024.

Town of Holly Springs by

_____
Sean Mayefskie, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

Office of the Mayor
P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: sean.mayefskie@hollyspringsnc.us

RESOLUTION EXHIBIT A

DEVELOPMENT PLAN FINDINGS OF FACT SUBMITTED BY APPLICANT

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.

- *Proposed land use of Eagles Landing Park is "Natural Use" and is consistent with the land uses of existing parks in the Town of Holly Springs*
- *Adjacent parcels are zoned as Rural Residential, and the project site is zoned as Rural Residential Conditional Use*
    - *This designation allows for flexibility in the design and development of the park while also enhancing the public realm in this residential area*
- *The land uses and development intensity will not have significant adverse impacts on adjacent properties. Adjacent properties will have access to open space and recreation. The park can also be a regional attractor due to its amenities, specifically the two multi-purpose synthetic turf fields and the Recreation Center which has a 4-court gymnasium.*

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.

- *The total acreage of the park site is 56 acres, approximately 38 acres is developed.*
    - *The design is sensitive to existing natural features and strives to limit disturbance of the site's natural features.*
- *The on-site existing wooded areas, stream and wetlands will be preserved though tree conversation.*
    - *15.60 acres of tree preservation is being provided.*
    - *4.03 acres of flexible space is being provided.*
        - *Flexible spaces enhance the natural environment and provide a function.*
        - *Flexible spaces for Eagles Landing Park include meadows, reforestation areas, constructed wetlands.*
- *Reforestation Areas*
    - *Approximately an acre and half of reforestation (high density forest) is being proposed*
    - *Reforestation areas (high density forest) are planted with native species of upper story, mid-layer, understory, and shrub species.*
- *The landscape plan of the park is inspired by the site's natural features and strives to provide a diverse, planting palette that has plant species that are drought tolerant and low maintenance.*
- *Perimeter buffers are modified to increase the diversity of vegetation on-site or to provide better visibility into the park. For example, the perimeter buffer along Cass Holt Road has been modified to provide visibility into the park for better wayfinding, safety, and security.*
- *Passive Recreation opportunities in the park include use of the greenway, unprogrammed open lawn spaces and pedestrian pathways that circulate the park site.*

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.

- *The project proposes off-site improvements such as:*
    - *Sanitary Sewer Route Extension*
        - *Service line west of park project site that connects to an existing manhole at the Stonemont Owners Association properties.*
    - *Cass Holt Road Widening (constructed to half the ultimate cross section)*
    - *Water line extension along Cass Holt Road to service the park*
- *Future developments in the area may potentially connect to the water and sewer extensions and would benefit from the enhanced traffic pattern through the road widening.*

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.

- Enhances Public Realm
    - *Eagles Landing Park is a multi-generational park that provides numerous amenities and provides users to passive and active recreation.*
- Maximizes Natural Surveillance and Visibility
    - *Topographically, the high point of the site is located approximately in the middle of the site towards the western property line. The siting of the Recreation Center building takes advantage of this high point, along with the building's height and siting, it becomes a central focal point of the site. The Recreation Center can be used as method for wayfinding as visitors either drive or walk to the site.*
    - *The park amenities can be seen from Cass Holt Road, which provides wayfinding, increased safety and security.*
- Facilitates Pedestrian Access and Circulation
    - *The proposed project has an extensive pedestrian pathway network including a 10' asphalt greenway trail and 10' meandering side path along the site's frontage. These pathways can connect to future developments in the neighborhood.*
    - *The proposed project has pedestrian crossings across Cass Holt Road to the adjacent Holly Springs High School property.*
    - *The park has a 20' wide promenade that acts as the main pedestrian circulation and provides access to the main amenities of the park*
    - *The pedestrian pathways are predominately accessible to accommodate different mobility levels*
- Reinforces the Town's character
    - *Holly Springs is rapidly growing and in response to this expansion, the site is envisioned to be a regional park while also serving the local community. With a vision of the future in mind, the project is strategically and creatively sited west of Highway 55. This area is currently lacking access to parks and open space. This park will provide active and passive recreation for any future developments west Highway 55.*
    - *On a local scale, the park will capture residences of neighboring communities as well as the users of the educational facilities (high school, middle school and elementary) across from Cass Holt Road. The site is also a 5-minute drive to downtown Holly Springs which allows for greater regional connectivity.*

Criterion 5: The design of the Project furthers the goals and policies of the Comprehensive Plan.

- Land Use and Character Plan
  - *The future land map indicates the project site to be mixed residential/ neighborhood center.*
    - *The proposed land use for this project will be designated as natural area.*
  - *The adjacent parcels are zoned as rural residential. And this project will be rezoned as rural residential conditional district.*
- Comprehensive Transportation Plan
  - *Per the future active transportation map the project site is to have a greenway and 10' wide sidepath along the project's frontage.*
  - *The project will widen to half of the ultimate cross section along the site's frontage per the Town's Comprehensive Transportation Plan (CTP). The cross section per the CTP the cross section is indicated to be a T-4A thoroughfare type with a row of 103' with a suburban land use character area.*
  - *A traffic impact analysis (TIA) has been completed and this project will design and be constructed to the recommended improvements as indicated in the TIA.*
- Parks, Recreation and Greenways Master Plan
  - *The Parks & Recreation master plan has three overarching principles; connect, inspire and play. Eagles Landing Park being zoned as a conditional use zoning district with a natural use land use designation allows for greater community engagement and flexibility with design and programming opportunities for the Town of Holly Springs.*
  - *The project is proposing a greenway trail and additional sidepath at the frontage of the property connecting to existing residential areas with the potential to connect future developments.*
  - *The project is proposing to have safe pedestrian connections to the adjacent Holly Springs High School, and Holly Grove Elementary and Middle Schools.*
- Community Facilities
  - *The Eagles Landing Park site is adjacent to educational facilities and is approximately 2 miles from downtown Holly Springs.*
  - *With the increased growth of Holly Springs, the Eagles Landing Park site can act as a community center. The park will include a large Recreation Center that will host both tournaments and community activities. Program elements of this building include a 4-court gym, fitness center, group exercise rooms, multi-purpose rooms, indoor playground and e-sports lounge.*
  - *The park will also have two multi-purpose fields to host large events/ tournaments that will draw visitors from not only the community but also the county.*
- Infrastructure and Utilities
  - *Off-site utility extensions for water and sewer to service the park*
  - *On-site stormwater control measures to treat and store stormwater runoff. The stormwater control measures will be constructed wetlands and wet ponds.*
- Natural Resources
  - *The project strives to protect and conserve existing natural resources on-site such as the existing wooded areas, streams and wetlands.*

RESOLUTION EXHIBIT B

DEVELOPMENT PLAN CONDITIONS OF APPROVAL

1. All previous conditions of approval for Cass Holt Conditional District Rezoning apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. The following must be submitted with the first Construction Drawing submittal:
    a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Chapter 8 shall be submitted to and approved by Development Services.
3. Prior to Construction Drawing Approval, the following items must be addressed:
    a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
4. 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.
5. 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.
6. 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.
7. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
8. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
9. All Special Studies must be finalized prior to being scheduled for Planning Board.
10. Offsite Sewer Infrastructure Incomplete: If any off-site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
11. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development. This will become a condition of approval. . Provide documentation in the form of a recorded plat of any required offsite sewer easements prior to first construction drawing submittal – 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.

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

X No additional findings

RESOLUTION EXHIBIT D

ADDITIONAL CONDITIONS OF APPROVAL

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

X No additional conditions of approval

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
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:

☐ **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: CASS HOLT ROAD PARK
If this project is part of a previously approved plan, please specify:
PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A
Project Location: 5508 & 5420 CASS HOLT ROAD
Use street address. If none, use the closest intersection
☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation
PIN: 0648239301/ 0648333740 Real Estate ID: 0079949 / 0283568
Project Acreage (rounded to nearest tenth): 56 Partial Parcel: ☒ No ☐ Yes (additional fee)
Current Zoning: Rural Residential (RR) Proposed Use (see UDO Table 3.2.A): Rural Residential Conditional District (RR- CD)
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: August 16, 2023
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 Rachel Watson Company CLH Design, p.a.
Mailing Address 400 Regency Forest Drive, Suite 120
City Cary State NC Zip 27518
Telephone # ( ) 919-443-4073 E-Mail rwatson@clhdesignpa.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 _____ 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

Developer

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

Architect

Name Devanshi Kesaria Company Davis Kane Architects PA
Mailing Address 503 Oberlin Road, Suite 300
City Raleigh State NC Zip 27605
Telephone # (_____) 919-719-2812 E-Mail dkesaria@daviskane.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name _____ 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

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

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

Property Owner - *Required*

Name Randy Harrington Company Town of Holly Springs- Town Manager
Mailing Address P.O. Box 8
City Holly Springs State NC Zip 27540
Telephone # (_____) 919- 557-3924 E-Mail randy.harrington@hollyspringsnc.gov
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, Rachel Watson, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature: Rachel E. Watson Date: 8/18/2023

TOWN OF HOLLY SPRINGS
DEVELOPMENT PETITION

NEIGHBORHOOD MEETING REPORT

DPM Appendix #A.01
Supplement 18
March 2022

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. For more information, refer to UDO Section 11.5.

☒ Neighborhood Meeting Date: July 11, 2023
Time: 6pm
Location: Virtual- Microsoft Teams

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 **500 foot radius** of the subject property. Mailing notices shall include surrounding property owners and property owners' associations (or equivalent). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to the address of the property itself.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☒ Date of Notification Mailing: Notified Parks and Recreation on June 30, notices mailed on July 1

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:

CLH went through meeting presentation discussing the overall location of the project, amenities and location of proposed sewer route to the west of the project site. Property owners asked questions about the location of the sewer route in relationship to their properties and would there be a connection in future. We discussed future roadway improvements. CLH mentioned that a TIA is being a performed and we will not know extent of improvements until report is completed. Discussed greenway location and lighting. CLH mentioned that we are intending to keep a good majority of existing vegetation. We are also proposed reforestation areas to provide additional buffering and to reduce light pollution and potential noise. Funding for this project was discussed and overall project timeline discussed.

Attach Additional Sheets as needed

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

CLH Design will factor in concerns about light and noise pollution and relationship of project amenities to property line. A goal is to retain natural features and enhance the site through additional landscaping and pedestrian connectivity.

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) Rachel E. Water Date 7/20/2023

CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING MAILING LIST

SITE_ADDRESS	PIN_NUM	OWNER	MAILING ADDRESS	# OF NOTICES MAILED
2025 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0638937234	TEXANNA WASHINGTON	SAME	1
1785 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648033694	THOMAS G HECK, SHAWN L. HECK	SAME	1
1751 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648130433	JONATHAN B HOLLAND, MARY JILLIAN HOLLAND	SAME	1
1709 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648137586	TIMOTHY CONGLETON	SAME	1
1641 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648241540	JAMES TIMOTHY MERRIT, JUDY C MERRIT	SAME	1
1637 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648243521	JAMES TIMOTHY MERRIT, JUDY C MERRIT	1641 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	2
1633 AVENT FERRY ROAD, HOLLY SPRINGS, NC 27540	0648244386	SIND HOLDINGS, LLC	PO BOX 1810 APEX NC 27502-2810	2
1625 AVENT FERRY ROAD	0648246770	SHERRY TERESA UNDERWOOD	SAME	1
1605 AVENT FERRY ROAD	0648249677	MAX ESTATES LLC	804 WILLOWMIST CT CARY NC 27519-7709	2
1621 AVENT FERRY ROAD	0648247206	APRIL HOLLEMAN CARDEN, ROBERT BRUCE CARDEN	PO BOX 10 HOLLY SPRINGS NC 27540-0010	2
1619 AVENT FERRY ROAD	648248286	DAVID IRISH, SANDRA IRISH	104 KIMBERLY LN KINGS MOUNTAIN NC 28086-9105	2
1611 AVENT FERRY ROAD	648340276	PARDEEP CHOUDARY, AJITHA SANHAR	320 FLATROCK LN HOLLY SPRINGS NC 27540-7418	2
1603 AVENT FERRY ROAD	648344427	KB SQUARE LLC	1527 SIERRA GLEN CIR APEX NC 27502-7422	1
5316 CASS HOLT ROAD	648348578	PARMINDER S SANDHAR, PARDEEP K SANDHAR	320 FLAT ROCK LN HOLLY SPRINGS NC 27540	1
5324 CASS HOLT ROAD	648348451	2MM LLC	109 OXYARD WAY CARY NC 27519-7327	2
53332 CASS HOLT ROAD	648348137	2MM LLC	109 OXYARD WAY CARY NC 27519-7327	1
5608 CASS HOLT ROAD	648228106	WEATHERSPOON, LEONARD A HEIRS KAREN W CODY EXEC	921 DEERFIELD RD RALEIGH NC 27609-5426	2
5716 CASS HOLT ROAD	648117289	BRYANT, LARRY P BRYANT, JOY ANN GURTNER	PO BOX 66 FUQUAY VARINA NC 27526-0066	2
0 CASS HOLT ROAD	648121312	BRYANT FAMILY PROPERTIES LLC WINSTEAD, DIANNE BRYANT	PO BOX 66 FUQUAY VARINA NC 27526-0066	1
5329 CASS HOLT ROAD PARK	648449088	WAKE CNTY BOARD OF EDUCATION RE SERVICES DIRECTOR	1551 ROCK QUARRY RD RALEIGH NC 27610-4145	2
5509 CASS HOLT ROAD PARK	648420270	BRYANT FAMILY PROPERTIES LLC WINSTEAD, DIANE BRYANT	PO BOX 66 FUQUAY VARINA NC 27526-0066	1
				31 Total Notices

CASS HOLT ROAD PARK

NEIGHBORHOOD MEETING ATTENDANCE LIST
DATE OF MEETING: JULY 11, 2023 AT 6PM
MEETING TYPE: VIRTUAL- MICROSOFT TEAMS

PROPERTY OWNERS

PROPERTY	PROPERTY OWNER NAME	COMPANY	EMAIL ADDRESS
1641 Avent Ferry Road, Holly Springs, NC 27540	Judy Merritt	N/A	raleighgirl228@gmail.com
5324 & 5223 Cass Holt Road, Holly Springs, NC 27540	Dr. Meena Mohan	2MM LLC	2mmllccary@gmail.com

PETITIONER

Matt Beard- Park Planner	Town of Holly Springs- Parks & Recreation	104 W Ballentine St, Holly Springs, NC 27540	matt.beard@hollyspringsnc.gov
Carrie Kennedy- Engineer III	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	carrie.kennedy@hollyspringsnc.gov
Kimberly Keyes- Senior Project Manager	Town of Holly Springs- Utilities & Infrastructure	128 S Main St, Holly Springs, NC 27540	kimberly.keyes@hollyspringsnc.gov

PETITIONER'S AGENT

Rachel Watson- Project Manger, Landscape Architect	CLH Design, pa	400 Regency Forest Drive, Suite 120 Cary, NC 27518	rwatson@clhdesignpa.com
Adam Hooker- Civil Designer	CLH Design, pa	" "	ahooker@clhdesignpa.com

Rachel E. Watson

7/20/2023

Signature Date

TOWN OF HOLLY SPRINGS

CASS HOLT ROAD PARK

DEVELOPMENT PETITION SUBMITTAL #6

Project No. Development Petition: 23-DP-11/ PLDP202300218

Project No. Rezoning: 23-REZ-06/PLREZ202300216

Development Petition and Rezoning Associated

March 08, 2024

HOLLY SPRINGS
North Carolina

CLH DESIGN, P.A.
400 Regency Forest Drive
Suite 120
Cary, North Carolina 27518
Phone: (919)319-6716
Fax: (919)319-7516
LA: C-106, PE: C-1595

SITE DATA:

PROJECT NAME:	CASS HOLT ROAD PARK
ADDRESSES:	5420 & 5508 CASS HOLT ROAD, HOLLY SPRINGS (WAKE COUNTY), NC 27540
PARCEL PIN #:	06483338740, 0648239301
PLANNING JURISDICTION:	TOWN OF HOLLY SPRINGS
ZONING:	RURAL RESIDENTIAL CONDITIONAL ZONING DISTRICT (RR-CD)
LAND USAGE:	NATURAL AREA
TOTAL TRACT(S) ACREAGE:	55.180 ACRES
DISTURBED AREA:	38.20 ACRES
IMPERVIOUS SURFACE AREA:	18.72 ACRES
TYPE OF DEVELOPMENT:	DEVELOPMENT PLAN
BUILDING (RECREATION CENTER GSF)	110, 580 SF
PROPOSED SEWER FLOW:	34,478 GPD (AVERAGE), 86,194 GPD (PEAK) (CALCULATIONS BASED ON INTERNATIONAL PLUMBING CODE, BUILDING USAGE AND SQUARE FOOTAGE; REFER TO SEWER REPORT FOR FURTHER DETAIL)
FIRE FLOW:	2,000 GPM
SURVEY BENCHMARK:	AXLE/ AEROSPORT, NC GRID COORDINATES NAD 83 (2011), VERTICAL DATUM NAVD88

TOWN OF HOLLY SPRINGS REQUIREMENTS:

PARKING REQUIRED:	500 PARKING SPACES MIN.
PARKING PROVIDED:	537 PARKING SPACES; 240 REGULAR USE
TOTAL H/C SPACES REQ'D:	10 SPACES
TOTAL H/C SPACES PROVIDED:	10 SPACES
EV CHARGING SPACES REQUIRED:	EVSE SPACES 20% OF REGULAR USE PARKING COUNT (48 SPACES) EVSE-INSTALLED (EV-I)-12 SPACES (5%) EVSE-CAPABLE (EV-C)-36 SPACES (15%)
EV CHARGING SPACES PROVIDED:	EVSE SPACES %20 OF REGULAR USE PARKING COUNT (48 SPACES) EVSE-INSTALLED (EV-I)- 12 SPACES (5%) EVSE-CAPABLE (EV-C)- 36 SPACES (15%)
BIKE RACKS REQUIRED:	5 BICYCLE SPACES/ 100 PARKING SPACES PER TABLE 6.5.A
BIKE RACKS PROVIDED:	(39 BICYCLE SPACES / 20 RACKS) 537 TOTAL PARKING SPACES

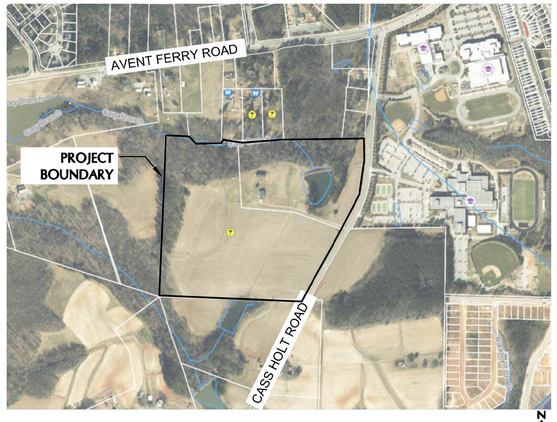
OPEN SPACE/ TREE PRESERVATION REQUIREMENTS:
(REFER TO LANDSCAPE PLAN FOR ADDITIONAL INFORMATION)

REQUIREMENT: TREE PRESERVATION AREA	25% (55.793 ACRES * .25)= 13.94 ACRES
REQUIREMENT: FLEXIBLE SPACE	5% (55.793 ACRES * .05)= 2.78 ACRES
TOTAL REQUIRED OPEN SPACE	30% (16.137 ACRES)

PROVIDED

TREE PRSERVATION AREA:	15.60 ACRES
FLEXIBLE SPACE:	4.03 ACRES
TOTAL OPEN SPACE PROVIED	35.18% (19.63 ACRES)

VICINITY MAP



PROJECT CONTACT:

OWNER	TOWN OF HOLLY SPRINGS, PARKS AND RECREATION
OWNER CONTACT:	MATT BEARD, PARK PLANNER 104 W BALLENTINE ST. HOLLY SPRINGS, NC 27540
DESIGNER:	CLH DESIGN, P.A.
DESIGNER CONTACT:	RACHEL WATSON, PROJECT MANAGER 400 REGENCY FOREST DRIVE, SUITE 120 CARY, NC 27518 919-443-4073

PROJECT TEAM:

LANDSCAPE ARCHITECT/ CIVIL ENGINEER	CLH DESIGN, P.A. 400 REGENCY FOREST DRIVE, SUITE 120 CARY, NC 27518
ARCHITECT	DAVIS KANE ARCHITECTS 503 OBERLIN ROAD, SUITE 300 RALEIGH, NC 27605 CONTACT: DEVANSHI KESARIA, AIA 919-719-2812
MEP ENGINEER	DEWBERRY 2610 WYCLIFF ROAD, SUITE 410 RALEIGH, NC CONTACT: JOHN TEETER 984-232-6803
STRUCTURAL ENGINEER	LYNCH MYKINS STRUCTURAL ENGINEERS RALEIGH, NC CONTACT: JEFF MORRISON, PE 919-302-5165

SHEET INDEX:

SITE/CIVIL

C-0.1	COVER SHEET
C-0.2	OVERALL SITE PLAN
C-1.0	OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN
C-1.1	EXISTING CONDITIONS AND DEMOLITION PLAN AREA A
C-1.2	EXISTING CONDITIONS AND DEMOLITION PLAN AREA B
C-1.3	EXISTING CONDITIONS AND DEMOLITION PLAN AREA C
C-1.4	EXISTING CONDITIONS AND DEMOLITION PLAN AREA D
C-2.1	STAKING PLAN AREA A
C-2.2	STAKING PLAN AREA B
C-2.3	STAKING PLAN AREA C
C-2.4	STAKING PLAN AREA D
C-3.0	OVERALL GRADING PLAN
C-3.1	GRADING PLAN AREA A
C-3.2	GRADING PLAN AREA B
C-3.3	GRADING PLAN AREA C
C-3.4	GRADING PLAN AREA D
C-5.0	OVERALL UTILITY PLAN
C-5.01	SEWER MAP
C-5.1	UTILITY PLAN AREA A
C-5.2	UTILITY PLAN AREA B
C-5.3	UTILITY PLAN AREA C
C-5.4	UTILITY PLAN AREA D
C-6.0	OVERALL LANDSCAPE PLAN/ TREE PRESERVATION PLAN
C-6.1	LANDSCAPE PLAN AREA A
C-6.2	LANDSCAPE PLAN AREA B
C-6.3	LANDSCAPE PLAN AREA C
C-6.4	LANDSCAPE PLAN AREA D
C-6.5	PLANT SCHEDULE
C-8.0	STAKING DETAILS
C-8.1	STAKING DETAILS
C-8.2	STAKING DETAILS
C-8.3	STAKING DETAILS

SITE LIGHTING
DUKE ENERGY LIGHTING PLAN
MUSCO SPORT LIGHTING PLAN

ARCHITECTURAL

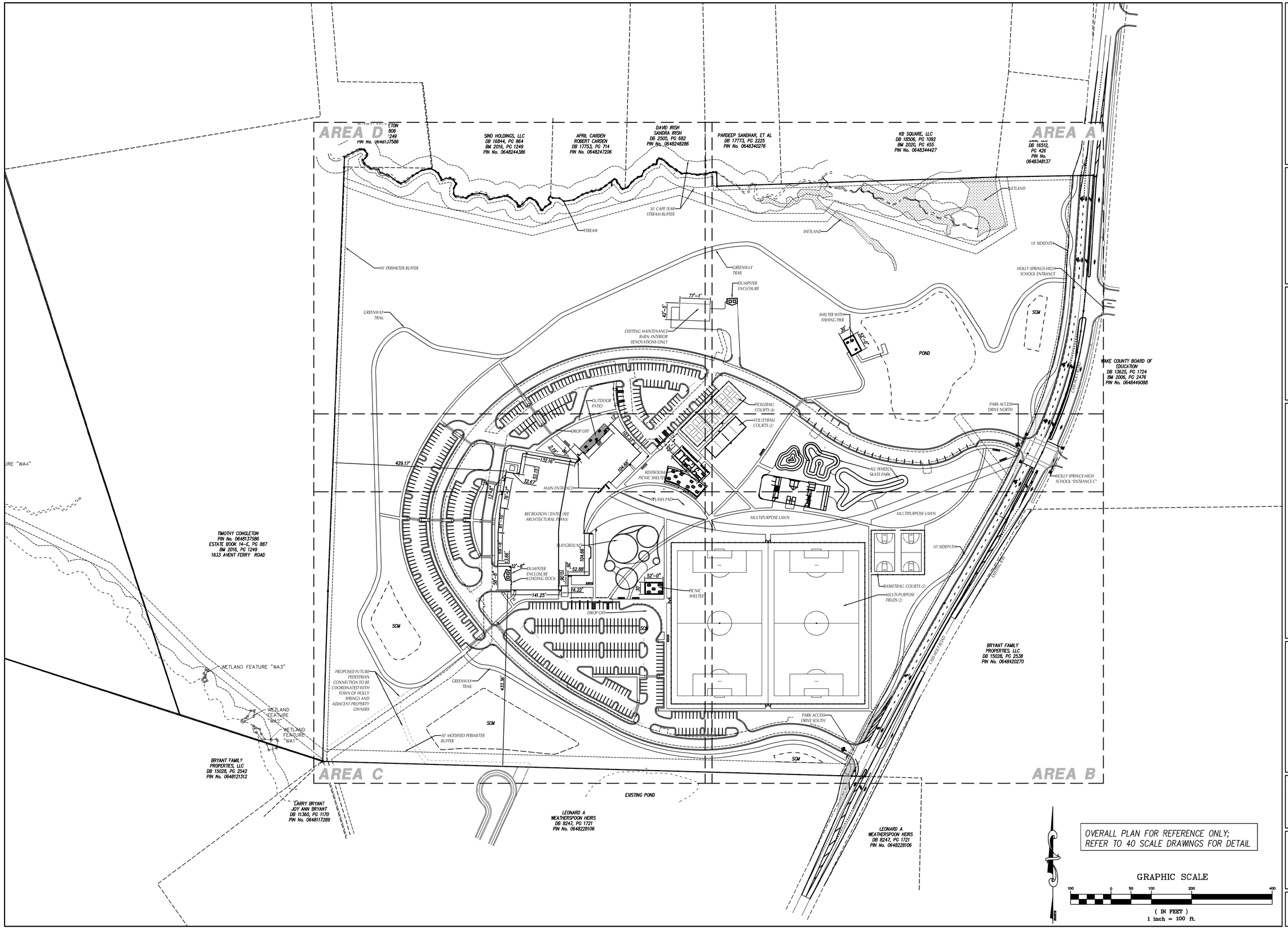
A200	BUILDING ELEVATIONS
A201	BUILDING ELEVATIONS
A202	BUILDING ELEVATIONS
A900	FLOOR PLAN
A901	BUILDING ELEVATIONS
A902	BUILDING ELEVATIONS
A502	PICNIC SHELTER, MAINTENANCE SHED

1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRNGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CASS HOLT ROAD PARK
HOLLY SPRINGS, NC
TOWN OF HOLLY SPRINGS
TOHS PROJECT NO 23-013

C-0.1

CLH PROJECT NO: 22-196



CLH DESIGN

CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
1699
DO NOT USE FOR CONSTRUCTION
CHARY R. PIERCE

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

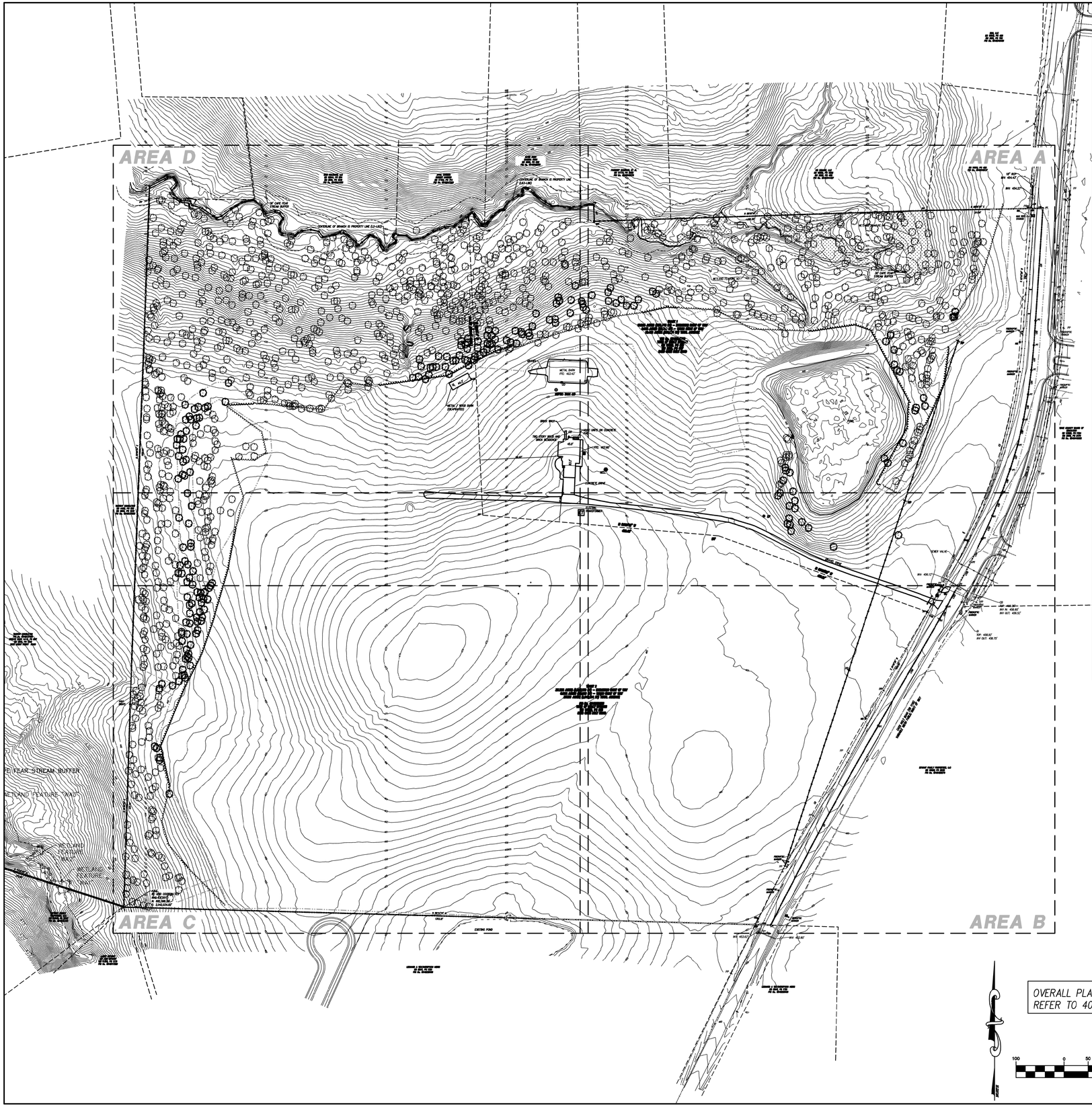
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

OVERALL SITE PLAN

C-0.2



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD BRG.	CHORD LENGTH	DELTA ANG.
C1	13.97'	8708.51'	N 26°31'20" E	13.97'	000°05'31"
C2	472.77'	8030.00'	N 28°15'24" E	472.70'	003°22'24"
C3	429.98'	1049.96'	N 15°31'24" E	426.98'	023°27'49"
C4	471.00'	8000.00'	S 28°15'24" W	470.93'	003°22'24"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°09'54" E	26.89'
L2	N 62°51'26" E	41.64'
L3	S 88°42'09" E	11.54'
L4	S 36°17'33" E	12.99'
L5	S 08°26'53" W	6.36'
L6	S 42°06'09" W	13.43'
L7	S 17°40'42" E	9.37'
L8	S 52°56'34" E	19.79'
L9	S 84°45'17" E	19.66'
L10	S 25°20'27" E	9.52'
L11	S 73°10'34" E	21.91'
L12	S 54°10'59" E	27.85'
L13	S 65°20'11" E	8.23'
L14	N 70°15'21" E	10.43'
L15	N 53°07'30" E	26.04'
L16	N 58°59'34" E	25.79'
L17	N 80°01'04" E	23.44'
L18	S 57°00'33" E	19.92'
L19	S 27°20'20" E	11.80'
L20	S 29°03'17" E	7.30'
L21	N 77°35'24" E	20.16'
L22	S 69°09'00" E	10.22'
L23	S 33°13'26" E	11.63'
L24	S 00°38'44" W	2.67'
L25	S 29°34'53" W	11.41'
L26	S 01°16'37" W	13.94'
L27	S 44°24'52" E	8.01'
L28	S 81°08'47" E	26.67'
L29	N 46°52'02" E	8.11'
L30	N 63°55'14" E	9.76'
L31	N 83°25'30" E	17.44'
L32	S 77°48'35" E	17.28'
L33	S 37°04'14" E	13.65'
L34	N 78°56'21" E	23.68'
L35	N 77°40'51" E	20.45'
L36	S 58°47'31" E	8.76'
L37	S 50°50'37" E	22.70'
L38	S 21°52'42" E	8.56'
L39	N 79°55'25" E	3.65'
L40	N 49°33'40" E	8.18'
L41	N 46°31'00" E	20.08'
L42	N 62°39'08" E	3.02'
L43	S 73°17'24" E	7.14'
L44	S 54°26'43" E	13.89'
L45	S 29°55'25" E	6.33'
L46	S 30°14'11" E	16.35'
L47	N 88°42'04" E	3.59'
L48	N 41°39'50" E	11.21'
L49	N 60°29'00" E	12.92'
L50	N 23°18'20" E	3.97'
L51	N 38°52'47" W	9.09'
L52	N 18°39'58" E	4.29'
L53	N 45°37'53" E	4.93'
L54	S 55°49'34" E	6.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	S 87°48'30" E	16.97'
L56	S 53°56'23" E	13.02'
L57	N 61°38'50" E	25.23'
L58	N 58°23'07" E	25.17'
L59	N 70°34'21" E	25.22'
L60	N 79°19'10" E	20.52'
L61	N 53°51'26" E	17.77'
L62	N 54°15'56" E	17.50'
L63	N 51°07'11" E	9.05'
L64	S 55°49'11" E	5.97'
L65	S 20°34'15" E	5.27'
L66	S 37°20'47" E	21.28'
L67	N 70°57'59" E	12.73'
L68	N 38°46'37" E	17.81'
L69	N 51°09'34" E	18.72'
L70	N 72°34'19" E	9.72'
L71	N 28°07'47" E	14.10'
L72	N 55°16'20" E	28.72'
L73	N 87°35'28" E	6.74'
L74	N 16°00'22" E	10.48'
L75	N 42°09'34" E	5.68'
L76	S 75°46'21" E	6.70'
L77	S 54°23'48" E	14.22'
L78	S 45°31'29" E	11.30'
L79	S 56°47'11" E	20.67'
L80	S 57°01'22" E	15.90'
L81	N 84°34'22" E	12.50'
L82	S 81°15'24" E	25.30'
L83	N 84°30'37" E	21.89'
L84	N 76°39'10" E	18.51'
L85	S 69°17'01" E	7.48'
L86	S 58°17'04" E	1.81'
L87	S 01°51'42" E	33.76'
L88	N 02°40'14" W	9.57'
L89	N 88°56'24" E	0.66'
L90	N 88°56'24" E	29.03'
L91	S 03°40'42" W	234.01'
L92	S 04°24'08" W	51.29'
L93	S 05°42'13" W	51.65'
L94	S 07°40'27" W	51.36'
L95	S 10°10'48" W	52.95'
L96	S 13°06'33" W	53.69'
L97	S 16°37'26" W	53.22'
L98	S 19°53'06" W	52.27'
L99	S 22°14'20" W	51.86'
L100	S 24°13'23" W	52.45'
L101	S 25°06'50" W	53.62'
L102	S 27°38'45" W	53.63'
L103	S 28°46'17" W	50.99'
L104	S 29°58'46" W	30.11'
L105	N 59°56'09" W	30.00'
L106	N 28°42'54" E	51.82'
L107	N 27°15'19" E	117.13'
L108	S 29°56'36" W	255.59'
L109	N 88°24'35" W	33.08'

OVERALL PLAN FOR REFERENCE ONLY;
REFER TO 40 SCALE DRAWINGS FOR DETAIL

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
NOT RELEASE FOR CONSTRUCTION
PRELIMINARY
STEVEN J. MILLER
ENGINEER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

OVERALL EXISTING CONDITIONS & DEMOLITION PLAN

C-1.0

LEGEND

STRUCTURES/UTILITIES TO BE REMOVED		STRUCTURES/UTILITIES TO REMAIN	
OVERHEAD ELECTRICAL	E	OVERHEAD ELECTRICAL	E
UNDERGROUND ELECTRICAL	UE	UNDERGROUND ELECTRICAL	UE
FIRE PROTECTION	FP	FIRE PROTECTION	FP
GAS	G	GAS	G
SANITARY SEWER	SS	SANITARY SEWER	SS
TELEPHONE	T	TELEPHONE	T
UNDERGROUND TELEPHONE	UT	UNDERGROUND TELEPHONE	UT
FIBER OPTIC	FO	FIBER OPTIC	FO
WATER	W	WATER	W
FORCE MAIN	FM	FORCE MAIN	FM
STORM DRAIN		STORM DRAIN	
INDIVIDUAL TREE TO BE REMOVED.		INDIVIDUAL TREE TO REMAIN.	
LIGHT POLE	LP	LIGHT POLE	LP
UTILITY POLE	PP	UTILITY POLE	PP
MANHOLE	MH	MANHOLE	MH
CLEAN OUT	CO	CLEAN OUT	CO
DROP INLET,CATCH BASIN	DI, CB	DROP INLET,CATCH BASIN	DI, CB
FIRE HYDRANT	FH	FIRE HYDRANT	FH
WATER VALVE	WV	WATER VALVE	WV
CONSTR./CLEARING LIMITS		PAVEMENT, S/W, C&G TO BE REMOVED.	
TREE PROTECTION FENCE		BUILDING/STRUCTURE TO BE REMOVED.	

KEY NOTES

(A) TEMPORARY TREE PROTECTION FENCE, SEE DETAIL SHEET C-7.0.

(B) CLEAR AND GRUB, STRIP TOPSOIL WITHIN CONSTRUCTION LIMITS.

(C) REMOVE STRUCTURE/UTILITY.

(D) EXISTING UTILITY LINE/STRUCTURE TO BE REMOVED/RELOCATED BY LOCAL UTILITY COMPANY. LOCAL UTILITY COMPANY SHALL DETERMINE THE LIMITS AND EXTENT OF REMOVAL/RELOCATION OF UTILITIES REQUIRED FOR NEW CONSTRUCTION. COORDINATE SCHEDULE AND WORK WITH LOCAL UTILITY COMPANY AND ARCHITECT/OWNER.

(E) REMOVE EXISTING FENCE AND POSTS

(F) REMOVE SIGN AND POST. RELOCATE SIGN ON NEW POST AS INDICATED ON SITE STAKING PLAN.

(G) CAP AND ABANDON UTILITY IN ACCORDANCE WITH SPECIFICATIONS.

(H) TEMPORARY CONSTRUCTION FENCING, SEE DETAIL SHEET C-7.0

(I) EXISTING PAVEMENT: SIDEWALK, CONCRETE, GRAVEL, CURB & GUTTER TO BE REMOVED. SAW CUT EDGES AS NECESSARY

(J) EXISTING GRAVEL AT MAINTENANCE BUILDING TO BE REMOVED

GENERAL NOTES

1. ALL EXISTING STRUCTURES AND UTILITIES SHALL BE REMOVED AS NEEDED TO ALLOW NEW CONSTRUCTION. IN GENERAL, FEATURES INDICATED IN BOLD ON THIS PLAN SHALL BE REMOVED.
2. ALL PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAW CUT TO PROVIDE A STRAIGHT AND UNIFORM JOINT FOR NEW PAVEMENT, SIDEWALK, OR CURB AND GUTTER, ETC. ANY EXISTING PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. THAT MUST BE REMOVED TO ALLOW NEW CONSTRUCTION SHALL BE REMOVED AND REPAIRED PER THE SPECIFICATIONS AND DETAILS OR TO MATCH PRE-CONSTRUCTION CONDITIONS (WHETHER OR NOT SHOWN ON THE DRAWINGS TO BE REMOVED).
3. ALL UTILITIES OR STRUCTURES NOT INDICATED FOR REMOVAL OR MODIFICATION ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
4. ALL WASTE MATERIAL GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS.
5. EXISTING SITE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION WAS TAKEN FROM SURVEY BY WITHERSRAVENEL, PERFORMED 3/21/2023. THESE PLANS DO NOT ASSUME ANY LIABILITY FOR ANY EXISTING INFORMATION BOTH SHOWN AND NOT SHOWN ON THE SURVEY AND ANY CHANGES TO THE EXISTING CONDITIONS THAT MAY HAVE OCCURRED AFTER THE SURVEY WAS ISSUED. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
6. INSTALL TREE PROTECTION FENCING PRIOR TO BEGINNING CLEARING OPERATIONS. CLEAR AND GRUB ALL AREAS AS SHOWN AND REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION PER SPECIFICATIONS AND DRAWINGS. EXISTING TREES, SHRUBS OR OTHER LANDSCAPE MATERIAL WHICH WILL CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED (WHETHER OR NOT SHOWN ON THE DRAWINGS). ALL CONTRACTORS SHALL VISIT THE SITE AND OBSERVE EXISTING CONDITIONS PRIOR TO BIDDING.
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9. VERIFY ALL ILLUSTRATED UNDERGROUND ELEMENTS/UTILITIES. EXERCISE REASONABLE EFFORTS TO PROTECT ANY UNKNOWN UNDERGROUND ELEMENTS/UTILITIES. NOTIFY THE ARCHITECT IMMEDIATELY IF UNKNOWN ELEMENTS/UTILITIES ARE DISCOVERED THAT WOULD NECESSITATE MODIFICATION TO THE PROPOSED DESIGN.
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13. ALL EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. SHALL BE ADJUSTED AS NEEDED TO MATCH FINISH GRADE.
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15. THIS SITE IS/IS NOT LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS AS DETERMINED BY FEMA AND DEPICTED ON F.I.R.M. MAP 3720054800K, DATED 07/19/2022 AS BEING WITHIN ZONE "X-OTHER AREA".
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17. SUMP AND MUCK EXISTING POND ON SITE IN PREPARATION FOR CONVERSION TO TEMPORARY SEDIMENT BASIN/ PERMANENT WET POND.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DO NOT USE FOR CONSTRUCTION
STEVEN J. MILLER
ENGINEER

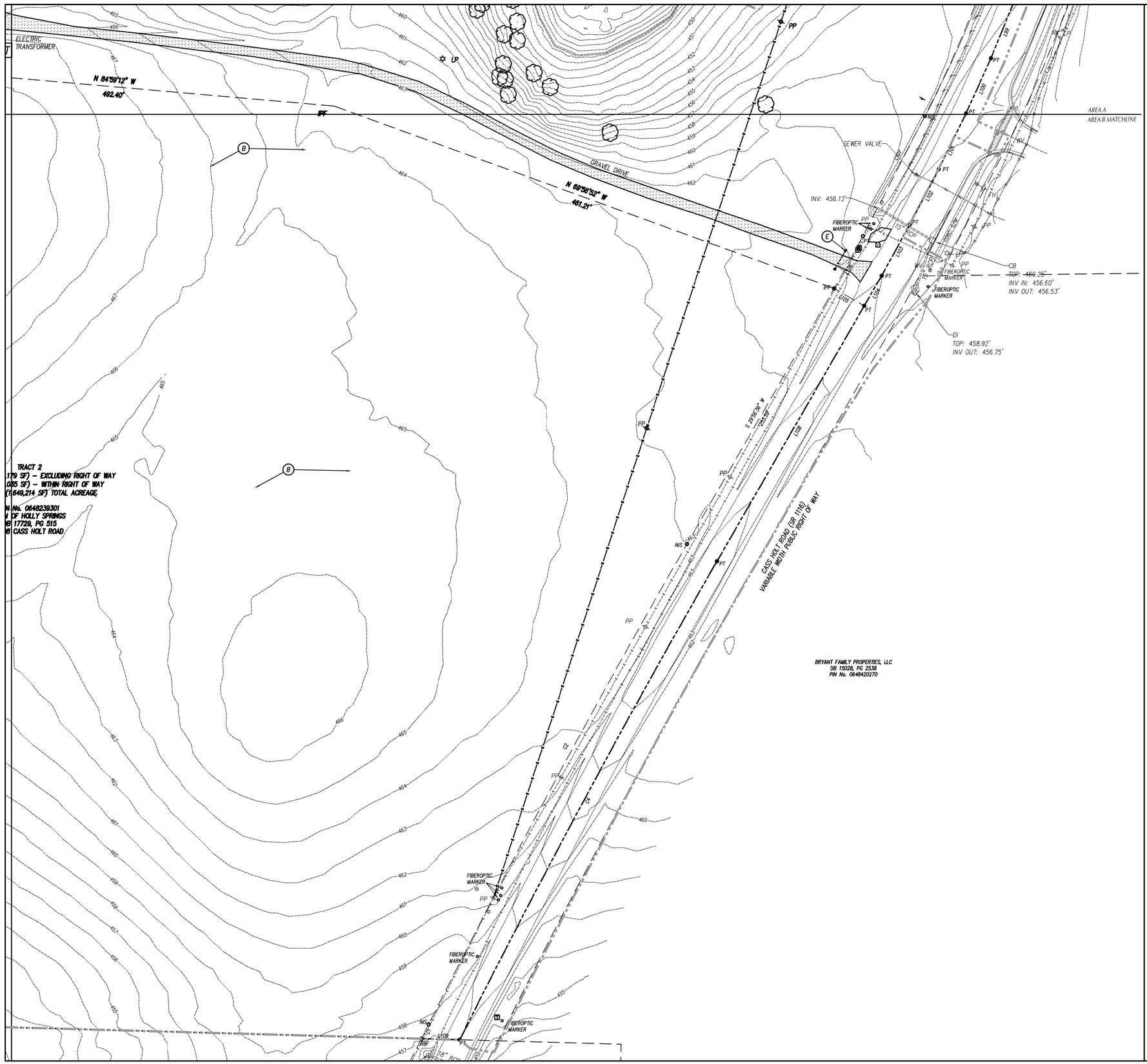
TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

EXISTING CONDITIONS & DEMOLITION PLAN

C-1.1



LEGEND

STRUCTURES/UTILITIES TO BE REMOVED		STRUCTURES/UTILITIES TO REMAIN	
OVERHEAD ELECTRICAL	E	OVERHEAD ELECTRICAL	E
UNDERGROUND ELECTRICAL	UE	UNDERGROUND ELECTRICAL	UE
FIRE PROTECTION	FP	FIRE PROTECTION	FP
GAS	G	GAS	G
SANITARY SEWER	SS	SANITARY SEWER	SS
TELEPHONE	T	TELEPHONE	T
UNDERGROUND TELEPHONE	UT	UNDERGROUND TELEPHONE	UT
FIBER OPTIC	FO	FIBER OPTIC	FO
WATER	W	WATER	W
FORCE MAIN	FM	FORCE MAIN	FM
STORM DRAIN		STORM DRAIN	
INDIVIDUAL TREE TO BE REMOVED.		INDIVIDUAL TREE TO REMAIN.	
LIGHT POLE	LP	LIGHT POLE	LP
UTILITY POLE	PP	UTILITY POLE	PP
MANHOLE	MH	MANHOLE	MH
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GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS FOR REVIEW PURPOSES ONLY DO NOT USE FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD, HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

EXISTING CONDITIONS & DEMOLITION PLAN

C-1.2

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

AREA D
AREA C MATCHLINE

EXISTING GRAVEL DRIVE

37.355 ACRES (1,627,179
0.506 ACRES (22,035
37.861 ACRES (1,6

PIN: M
TOWN OF
DB 1
5508 C

AXLE
(BENT)

AXLE
NC GRID COORDINATES
NAD-83(2011)
N: 682,598.92'
E: 2,042,034.82'

N 88°24'35" W
1312.32'

EXISTING POND

LEGEND

STRUCTURES/UTILITIES TO BE REMOVED		STRUCTURES/UTILITIES TO REMAIN	
OVERHEAD ELECTRICAL	E	OVERHEAD ELECTRICAL	E
UNDERGROUND ELECTRICAL	UE	UNDERGROUND ELECTRICAL	UE
FIRE PROTECTION	FP	FIRE PROTECTION	FP
GAS	G	GAS	G
SANITARY SEWER	SS	SANITARY SEWER	SS
TELEPHONE	T	TELEPHONE	T
UNDERGROUND TELEPHONE	UT	UNDERGROUND TELEPHONE	UT
FIBER OPTIC	FO	FIBER OPTIC	FO
WATER	W	WATER	W
FORCE MAIN	FM	FORCE MAIN	FM
STORM DRAIN		STORM DRAIN	
INDIVIDUAL TREE TO BE REMOVED.		INDIVIDUAL TREE TO REMAIN.	
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UTILITY POLE	PP	UTILITY POLE	PP
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TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-018

CASS HOLT ROAD PARK

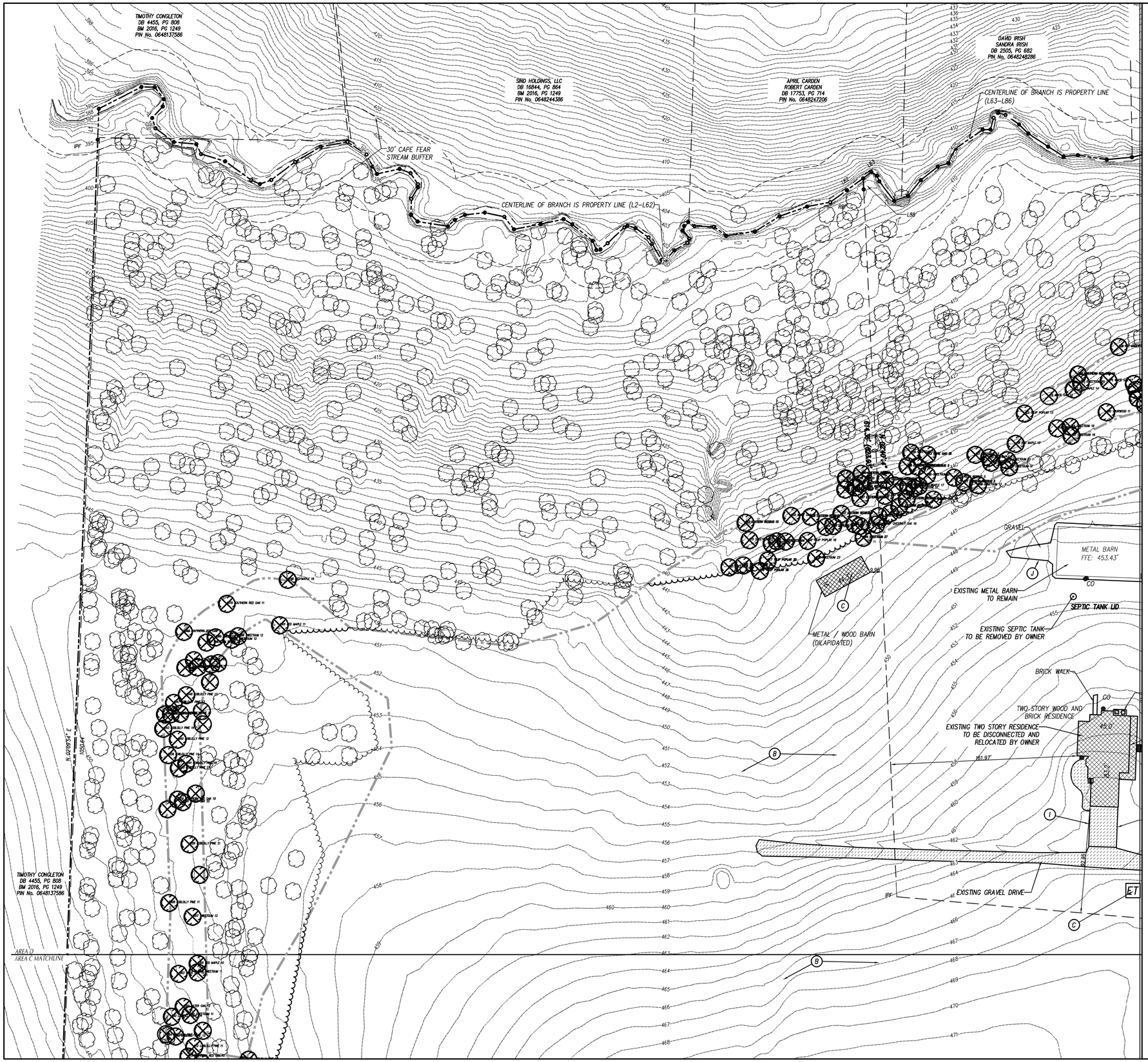
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

EXISTING CONDITIONS & DEMOLITION PLAN

C-1.3



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2. ALL PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAW CUT TO PROVIDE A STRAIGHT AND UNIFORM JOINT FOR NEW PAVEMENT, SIDEWALK, OR CURB AND GUTTER, ETC. ANY EXISTING PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. THAT MUST BE REMOVED TO ALLOW NEW CONSTRUCTION SHALL BE REMOVED AND REPAIRED PER THE SPECIFICATIONS AND DETAILS OR TO MATCH PRE-CONSTRUCTION CONDITIONS (WHETHER OR NOT SHOWN ON THE DRAWINGS TO BE REMOVED).
3. ALL UTILITIES OR STRUCTURES NOT INDICATED FOR REMOVAL OR MODIFICATION ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
4. ALL WASTE MATERIAL GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS.
5. EXISTING SITE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION WAS TAKEN FROM SURVEY BY WITHERSRAVENEL, PERFORMED 3/21/2023. THESE PLANS DO NOT ASSUME ANY LIABILITY FOR ANY EXISTING INFORMATION BOTH SHOWN AND NOT SHOWN ON THE SURVEY AND ANY CHANGES TO THE EXISTING CONDITIONS THAT MAY HAVE OCCURRED AFTER THE SURVEY WAS ISSUED. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
6. INSTALL TREE PROTECTION FENCING PRIOR TO BEGINNING CLEARING OPERATIONS. CLEAR AND GRUB ALL AREAS AS SHOWN AND REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION PER SPECIFICATIONS AND DRAWINGS. EXISTING TREES, SHRUBS OR OTHER LANDSCAPE MATERIAL WHICH WILL CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED (WHETHER OR NOT SHOWN ON THE DRAWINGS). ALL CONTRACTORS SHALL VISIT THE SITE AND OBSERVE EXISTING CONDITIONS PRIOR TO BIDDING.
7. TO MINIMIZE DAMAGE TO EXISTING TREES NEAR THE INTERIOR EDGE OF CLEARING LIMITS, THE CONTRACTOR SHALL CUT 2-FT DEEP TRENCHES ALONG THE LIMITS OF DISTURBANCE, SO AS TO CUT, RATHER THAN TEAR ROOTS.
8. PRIOR TO DEMOLISHING EXISTING STRUCTURES, MAKE AN INSPECTION FOR ANY HAZARDOUS MATERIALS. CONTACT ARCHITECT IMMEDIATELY IF ANY HAZARDOUS MATERIALS ARE DISCOVERED. CAP AND REMOVE UTILITY SERVICES, FUEL TANKS AND SEPTIC SYSTEMS. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
9. VERIFY ALL ILLUSTRATED UNDERGROUND ELEMENTS/UTILITIES. EXERCISE REASONABLE EFFORTS TO PROTECT ANY UNKNOWN UNDERGROUND ELEMENTS/UTILITIES. NOTIFY THE ARCHITECT IMMEDIATELY IF UNKNOWN ELEMENTS/UTILITIES ARE DISCOVERED THAT WOULD NECESSITATE MODIFICATION TO THE PROPOSED DESIGN.
10. CONTACT UTILITY LOCATING SERVICE AT LEAST 48-HRS PRIOR TO EXCAVATION.
11. PROTECT ALL ADJACENT PROPERTIES, THE GENERAL PUBLIC AND ALL OF THE OWNER'S FACILITIES. SHOULD DAMAGES OCCUR, REPAIR IMMEDIATELY AS DIRECTED BY THE ARCHITECT.
12. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL THE TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
13. ALL EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. SHALL BE ADJUSTED AS NEEDED TO MATCH FINISH GRADE.
14. DEMOLITION AND PATCHING OF PAVEMENT, SIDEWALK, CURB AND GUTTER AND OTHER EXISTING PAVED SURFACES IN ADDITION TO THAT INDICATED ON THIS PLAN SHALL BE PERFORMED AS REQUIRED TO CONSTRUCT AND INSTALL NEW UTILITIES. ALL SUCH DEMOLITION AND PATCHING SHALL BE INCLUDED IN THE BASE BID SCOPE OF WORK. SEE SHEET ____ FOR PAVEMENT REPAIR DETAILS.
15. THIS SITE IS/IS NOT LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS AS DETERMINED BY FEMA AND DEPICTED ON F.I.R.M. MAP 3720064800K, DATED 07/19/2022 AS BEING WITHIN ZONE "X-OTHER AREA".
16. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.
17. SUMP AND MUCK EXISTING POND ON SITE IN PREPARATION FOR CONVERSION TO TEMPORARY SEDIMENT BASIN/ PERMANENT WET POND.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
NOT TO BE USED FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

EXISTING CONDITIONS & DEMOLITION PLAN

C-1.4

PARDEEP SANDHAR, ET AL
DB 17773, PG 2225
PIN No. 0648340276

KB SQUARE, LLC
DB 18506, PG 1092
BM 2020, PG 455
PIN No. 0648344427

2MM, LLC
DB 16512, PG 426
PIN No. 0648348137

WETLAND FEATURE W1

WETLAND FEATURE W2

30' CAPE FEAR STREAM BUFFER

20' PUBLIC SANITARY SEWER EASEMENT

APPROACH TAPER
BEGIN STA: 30+00
END STA: 32+60
LENGTH: 260 FT
WIDTH: 9.75 FT

R=5000.00'
L=116.12'

PC: 30+13.29

POND

SHELTER
FF: 450.00'

CENTERLINE OF PROPOSED ROAD; TYP.

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

20' PUBLIC STORM DRAINAGE EASEMENT

L=369.01'
R=817.00

L=228.17'
R=398.00

L=159.57'
R=152.00

L=100.70'
R=148.00

N84° 45' 02"W
23.73'

25 SPACES

N63° 45' 02"W
70.95'

N25° 25' 02"W
3.75'

PC: 22+83.79

PT: 27+22.25

LEFT TURN TAPER
BEGIN STA: 25+25
END STA: 26+25
LENGTH: 100 FT

DECELERATION
BEGIN STA: 24+75
END STA: 26+25
LENGTH: 150 FT

RIGHT TURN LANE
BEGIN STA: 23+35
END STA: 26+50
LENGTH: 315 FT

RIGHT TURN TAPER
BEGIN STA: 24+35
END STA: 25+35
LENGTH: 100 FT

DECELERATION
BEGIN STA: 23+85
END STA: 25+35
LENGTH: 150 FT

RIGHT TURN LANE
BEGIN STA: 23+35
END STA: 23+85
LENGTH: 50 FT

LEFT TURN LANE
BEGIN STA: 23+35
END STA: 24+75
LENGTH: 140 FT

LEFT TURN LANE
BEGIN STA: 22+03
END STA: 22+53
LENGTH: 50 FT

LANE APPROACH TAPER
BEGIN STA: 21+53
END STA: 22+53

AREA A

AREA B MATCHLINE

KEY NOTES

- (A) 30" CURB & GUTTER,
- (B) STANDARD CURB & GUTTER TERMINUS
- (C) CONCRETE PAVEMENT, SEE DETAIL SHEET C-8.0
- (D) CONCRETE SIDEWALK, SEE DETAIL SHEET C-8.1
- (E) CONCRETE FLUSH WITH PAVEMENT, SEE DETAIL SHEET C-8.0
- (F) ACCESSIBLE CURB RAMP, SEE DETAIL SHEET C-8.1
- (G) ACCESSIBLE PARKING, SEE DETAIL SHEET C-8.0
- (H) PARALLEL ACCESSIBLE CURB RAMP, SEE DETAIL SHEET C-8.1
- (I) 'HEAVY' DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-8.0
- (J) 'LIGHT' DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-8.0
- (K) SEE ARCHITECTURAL PLANS FOR CANOPY, SCREEN AND STRUCTURAL WALLS, BUILDING COLUMNS, LOADING DOCK, RAMPS, STAIRS, HANDRAILS, GUARDRAILS, BOLLARDS AND MECHANICAL SERVICE YARD.
- (L) 6' WIDE CROSSWALK SEE DETAIL C-8.1
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  EV-I(EVSE-INSTALLED)- 12 SPACES (5%)
  EV-C (EVSE-CAPABLE): 36 SPACES (15%)
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- (O) BLACK VINYL COATED CHAIN LINK GATE, SEE DETAIL SHEET C-8.0
- (P) STEEL BOLLARD, SEE DETAIL SHEET C-8.0
- (Q) PASSENGER LOADING ZONE
- (S) DUMPSTER, PROVIDED BY OWNER
- (T) FISHING PIER, PROVIDED BY OWNER
- (U) BIKE RACK, SEE DETAIL SHEET C-8.1
- (V) TRASH RECEPTACLE, SEE SPECIFICATIONS.
- (W) FLAGPOLE, SEE DETAIL SHEET C-8.0
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- (Y) SPRINKLER RISER ROOM WITH EXTERIOR KNOX BOX.
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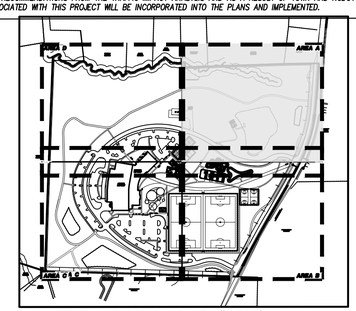

KEY MAP SCALE 1"=500'

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
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400 Regency Forest Dr.
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Cary, NC 27518
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Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
SEAL
022628
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

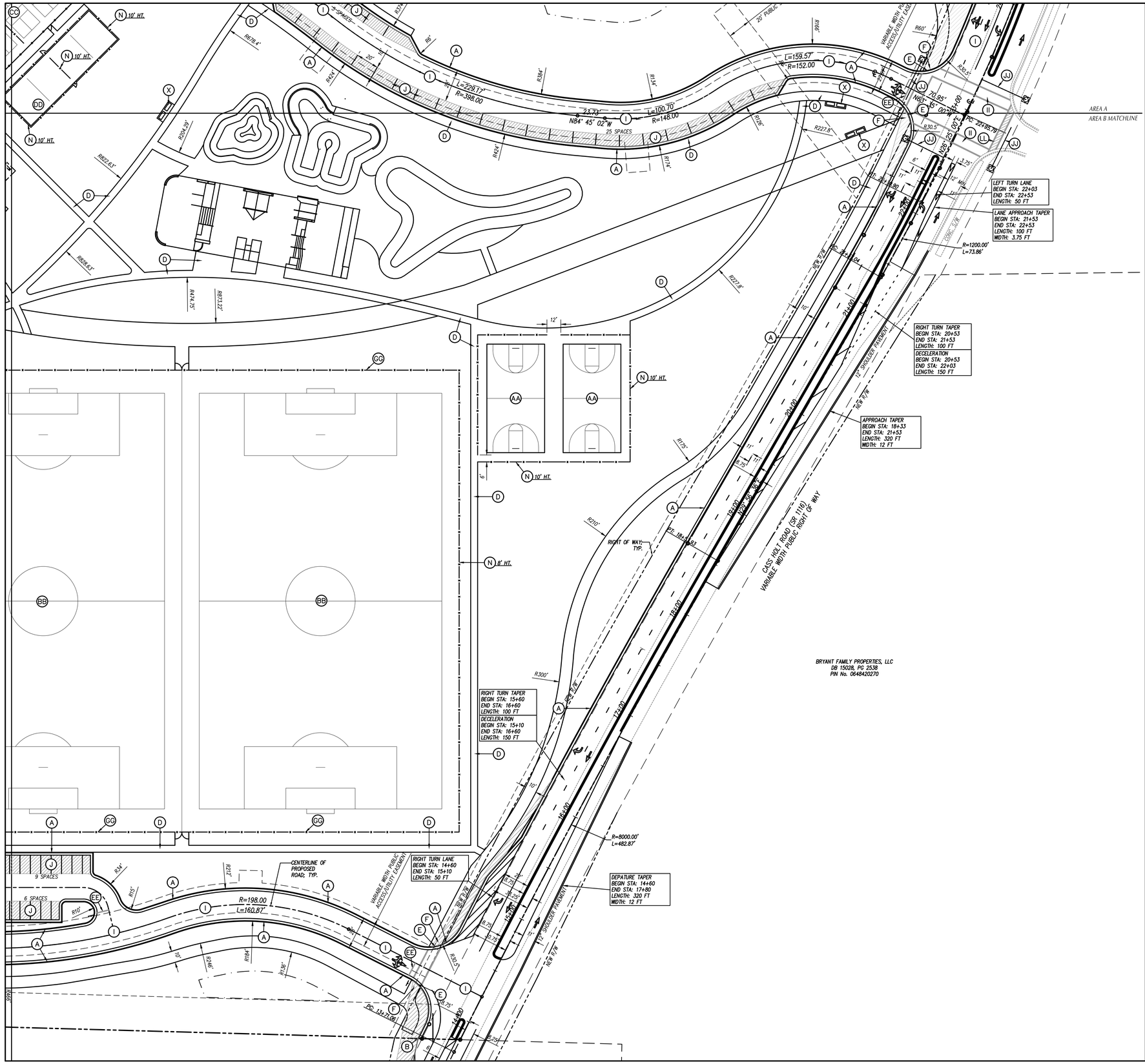
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

STAKING PLAN

C-2.1



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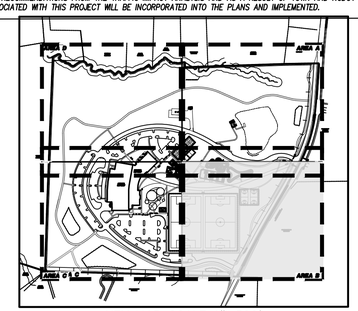

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PRELIMINARY PLANS NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 022628
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
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DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING PLAN

C-2.2

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

AREA D
AREA C MATCHLINE

MAIN FLOOR
FFE: 466.00'

GYMNASIUM
FFE: 463.33'

RESTROOM
FFE: 463.00'

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

CENTERLINE OF PROPOSED ROAD; TYP.

PROPOSED FUTURE PEDESTRIAN CONNECTION TO BE COORDINATED WITH THE TOWN OF HOLLY SPRINGS AND ADJACENT PROPERTY OWNERS

20' PUBLIC SANITARY SEWER EASEMENT

EXISTING POND

KEY NOTES

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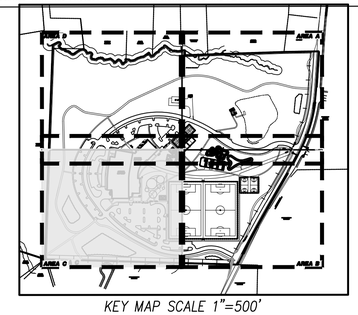


KEY MAP SCALE 1"=500'

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
SEAL
022626
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

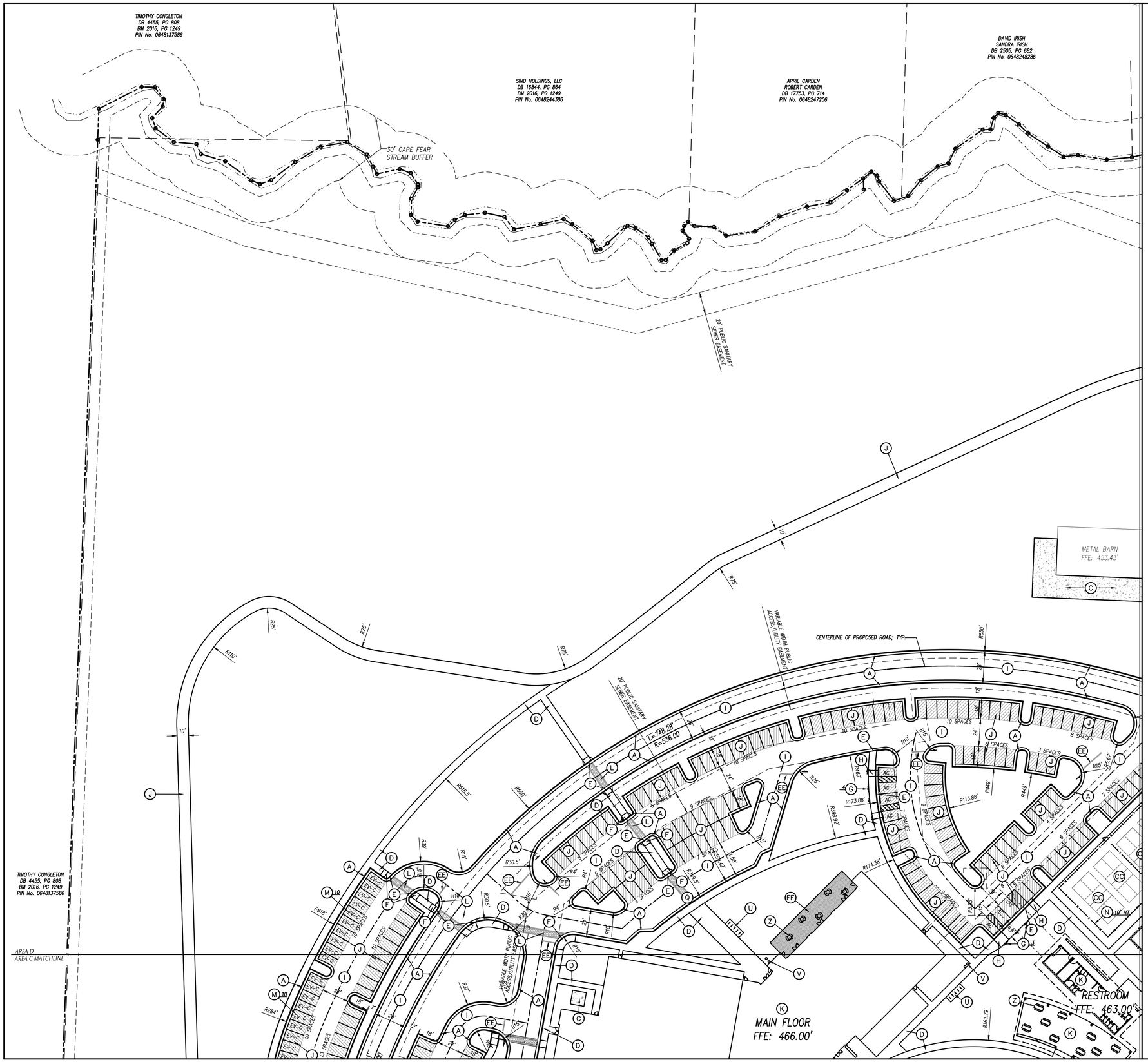
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING PLAN

C-2.3

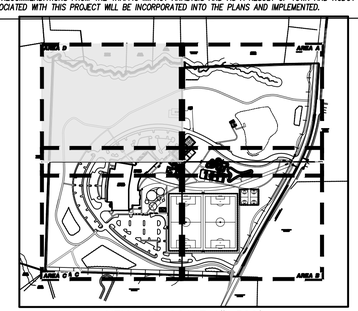


KEY NOTES

- (A) 30" CURB & GUTTER,
- (B) STANDARD CURB & GUTTER TERMINUS
- (C) CONCRETE PAVEMENT, SEE DETAIL SHEET C-8.0
- (D) CONCRETE SIDEWALK, SEE DETAIL SHEET C-8.1
- (E) CONCRETE FLUSH WITH PAVEMENT, SEE DETAIL SHEET C-8.0
- (F) ACCESSIBLE CURB RAMP, SEE DETAIL SHEET C-8.1
- (G) ACCESSIBLE PARKING, SEE DETAIL SHEET C-8.0
- (H) PARALLEL ACCESSIBLE CURB RAMP, SEE DETAIL SHEET C-8.1
- (I) 'HEAVY' DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-8.0
- (J) 'LIGHT' DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C-8.0
- (K) SEE ARCHITECTURAL PLANS FOR CANOPY, SCREEN AND STRUCTURAL WALLS, BUILDING COLUMNS, LOADING DOCK, RAMPS, STAIRS, HANDRAILS, GUARDRAILS, BOLLARDS AND MECHANICAL SERVICE YARD.
- (L) 6' WIDE CROSSWALK SEE DETAIL C-8.1
- (M) EV PARKING
  EV-I(EVSE-INSTALLED)- 12 SPACES (5%)
  EV-C (EVSE-CAPABLE): 36 SPACES (15%)
- (N) BLACK VINYL COATED CHAIN LINK FENCE, SEE DETAIL SHEET C-8.0
- (O) BLACK VINYL COATED CHAIN LINK GATE, SEE DETAIL SHEET C-8.0
- (P) STEEL BOLLARD, SEE DETAIL SHEET C-8.0
- (Q) PASSENGER LOADING ZONE
- (S) DUMPSTER, PROVIDED BY OWNER
- (T) FISHING PIER, PROVIDED BY OWNER
- (U) BIKE RACK, SEE DETAIL SHEET C-8.1
- (V) TRASH RECEPTACLE, SEE SPECIFICATIONS.
- (W) FLAGPOLE, SEE DETAIL SHEET C-8.0
- (X) BENCH, SEE SPECIFICATIONS.
- (Y) SPRINKLER RISER ROOM WITH EXTERIOR KNOX BOX.
- (Z) PICNIC TABLES, BY OWNER
- (AA) BASKETBALL COURT AND LAYOUT
- (BB) SOCCER FIELD
- (CC) PICKLEBALL COURT AND LAYOUT
- (DD) VOLLEYBALL COURT AND LAYOUT
- (EE) STOP BAR WITH SIGNAGE
- (FF) LIGHT DUTY CONCRETE PAVERS. DESIGNATED AS FF#. SEE DETAIL SHEET C-8.7
- (GG) PERIMETER LACROSSE/SOCCER NET FENCE SEE DETAIL SHEET C-8.3
- (HH) EV CHARGING STATION
- (II) PEDESTRIAN CROSSWALK TO BE COORDINATED WITH OWNER
- (JJ) PROPOSED TRAFFIC SIGNAL TO BE COORDINATED WITH NCDOT, OWNER AND TRAFFIC ENGINEER'S RECOMMENDATIONS FROM TRAFFIC IMPACT ANALYSIS REPORT; TYP.
- (LL) EXISTING PEDESTRIAN CROSSWALK TO BE COORDINATED WITH OWNER
- (MM) POURED IN PLACE SAFETY SURFACE. SEE SHEET C-8.6
- (NN) INTEGRAL COLORED CONCRETE
- (OO) RAISED BOARDWALK

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB AND FACE OF BUILDING WALL, UNLESS OTHERWISE SHOWN.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS SHOWN AND CONTACT THE ARCHITECT IF ANY DISCREPANCIES OCCUR.
4. CONSTRUCTION STAKE OUT IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
6. ALL FACE OF RADIUS' ARE 4 FT UNLESS OTHERWISE SHOWN.
7. ALL PARKING SPACES SHALL BE 9' WIDE X 18 FT DEEP MIN.
8. (AC) DENOTES ACCESSIBLE PARKING SPACE.
9. (VAC) DENOTES VAN ACCESSIBLE PARKING SPACE.
10. ANY AND ALL LANDSCAPING, EXISTING TREES OR SHRUBS TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR UTILIZING A LICENSED LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
11. CONTRACTOR SHALL SUBMIT SCALED PLANS OF ALL SCORING/JOINTS FOR APPROVAL BY ARCHITECT 30 DAYS MINIMUM PRIOR TO INSTALLATION.
12. THE CROSS-SLOPE ON ALL SIDEWALKS SHALL BE A MAXIMUM OF 2.0%.
13. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.
14. ALL RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS AND AS A RESULT OF TOWN AND NCDOT REVIEW ASSOCIATED WITH THIS PROJECT WILL BE INCORPORATED INTO THE PLANS AND IMPLEMENTED.



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Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 022626
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD, HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING PLAN

C-2.4

OVERALL PLAN FOR REFERENCE ONLY;
REFER TO 40 SCALE DRAWINGS FOR DETAIL

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400 Regency Forest Dr.
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Cary, NC 27518
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PRELIMINARY CONSTRUCTION PLANS
NOT RELEASED FOR REVIEW OR PERMIT
SEAL
DO NOT USE FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

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HOLLY SPRINGS, NC 27540

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FILE:	.

GRADING PLAN

C-3.0

PARDEEP SANDHAR, ET AL
DB 17773, PG 2225
PIN No. 0648340276

KB SQUARE, LLC
DB 18506, PG 1092
BM 2020, PG 455
PIN No. 0648344427

2MM, LLC
DB 16512, PG 426
PIN No. 0648348137

WETLAND FEATURE W1

WETLAND FEATURE W2

30' CAPE FEAR STREAM BUFFER

20' PUBLIC SANITARY SEWER EASEMENT

NEW R/W

SCM 'E'

POND

SHELTER
FFE: 450.00

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

20' PUBLIC STORM DRAINAGE EASEMENT

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

INV: 456.12+/-

AREA A

AREA B MATCHLINE

GRADING LEGEND

	EXISTING CONTOURS
	FINAL CONTOURS
270.4' +	EXISTING SURVEY SPOT ELEVATION
270.50T	PROPOSED TOP OF CURB SPOT ELEVATION
270.50	PROPOSED GROUND/PAVEMENT ELEVATION
270.50TW	PROPOSED FINISHED GRADE AT TOP OF WALL ELEVATION
270.50BW	PROPOSED FINISHED GRADE AT BOTTOM OF WALL ELEVATION
A4	STORM STRUCTURE NUMBER
	EXISTING STORM DRAIN PIPE
	PROPOSED STORM DRAIN PIPE
FD	PROPOSED FOUNDATION DRAIN DISCHARGE LINE. SEE ARCH. PLANS FOR DRAIN PIPE LOCATIONS ALONG BUILDING WALLS.
RD	PROPOSED ROOF DRAIN
	TREE PROTECTION FENCE

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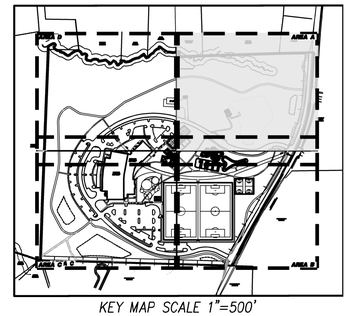

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LA: C-106 PE: C-1595

PRELIMINARY CARD/PLANS NOT FOR CONSTRUCTION OR RECORDING PURPOSES
SEAL
DO NOT USE FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
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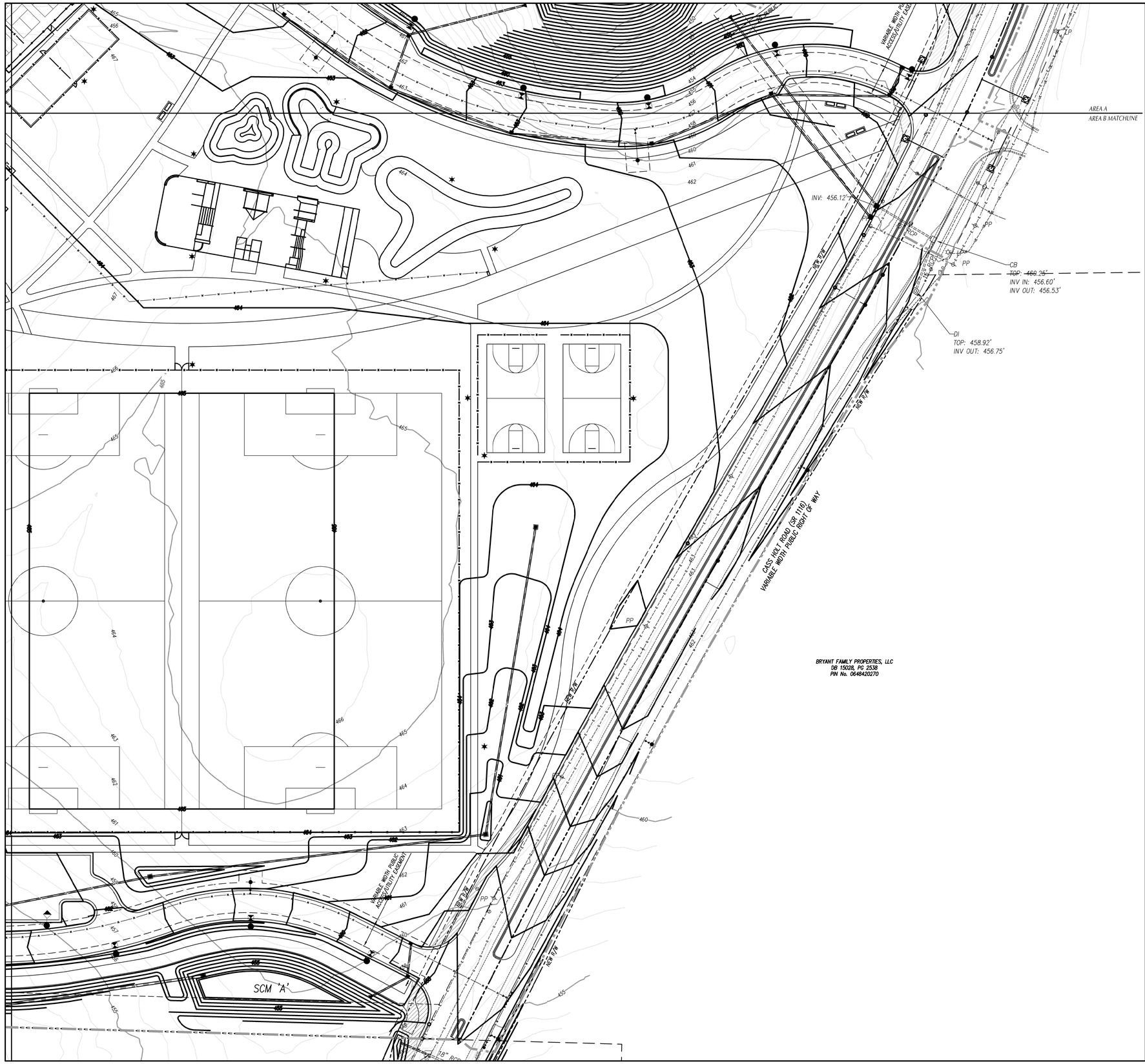
GRADING PLAN AREA A

C-3.1



GRADING LEGEND

- EXISTING CONTOURS
- FINAL CONTOURS
- 270.4' + — EXISTING SURVEY SPOT ELEVATION
- 270.50T — PROPOSED TOP OF CURB SPOT ELEVATION
- 270.50 — PROPOSED GROUND/PAVEMENT ELEVATION
- 270.50TW — PROPOSED FINISHED GRADE AT TOP OF WALL ELEVATION
- 270.50BW — PROPOSED FINISHED GRADE AT BOTTOM OF WALL ELEVATION
- (A4) — STORM STRUCTURE NUMBER
- EXISTING STORM DRAIN PIPE
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- FD — PROPOSED FOUNDATION DRAIN DISCHARGE LINE. SEE ARCH. PLANS FOR DRAIN PIPE LOCATIONS ALONG BUILDING WALLS.
- RD — PROPOSED ROOF DRAIN
- TREE PROTECTION FENCE

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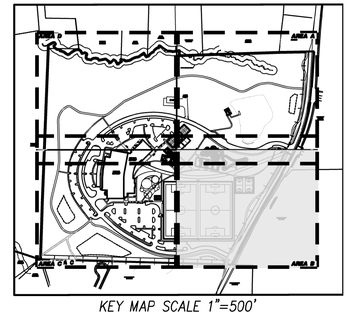

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PRELIMINARY PLANS FOR REVIEW PURPOSES ONLY DO NOT USE FOR CONSTRUCTION
STEVEN J. MILLER ENGINEER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

GRADING PLAN AREA B

C-3.2

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

AREA D
AREA C MATCHLINE

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

MAIN FLOOR
FFE: 466.00'

RESTROOM
FFE: 463.00

GYMNASIUM
FFE: 463.33'

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

SCM 'C'

SCM 'B'

PUBLIC SANITARY SEWER EASEMENT

20' PUBLIC SANITARY SEWER EASEMENT

EXISTING POND

GRADING LEGEND

- EXISTING CONTOURS
- FINAL CONTOURS
- 270.4' + — EXISTING SURVEY SPOT ELEVATION
- 270.50T — PROPOSED TOP OF CURB SPOT ELEVATION
- 270.50 — PROPOSED GROUND/PAVEMENT ELEVATION
- 270.50TW — PROPOSED FINISHED GRADE AT TOP OF WALL ELEVATION
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STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
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CASS HOLT ROAD PARK

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HOLLY SPRINGS, NC 27540

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DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

GRADING PLAN AREA C

C-3.3

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

SIND HOLDINGS, LLC
DB 16844, PG 864
BM 2016, PG 1249
PIN No. 0648244386

APRIL CARDEN
ROBERT CARDEN
DB 17753, PG 714
PIN No. 0648247206

DAWD IRISH
SANDRA IRISH
DB 2505, PG 682
PIN No. 0648248286

30' CAPE FEAR STREAM BUFFER

20' PUBLIC SANITARY SEWER EASEMENT

METAL BARN
FFE: 453.43'

MAIN FLOOR
FFE: 466.00'

RESTROOM
FFE: 463.00'

WHEELHUT PUBLIC ACCESS/UTILITY EASEMENT

AREA D
AREA C MATCHLINE

TIMOTHY CONGLETON
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GRADING LEGEND

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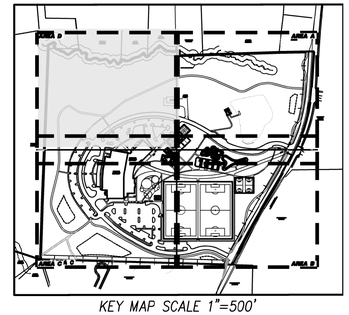
7. EXISTING VEGETATION WITHIN TREE PROTECTION AREAS SHALL REMAIN UNDISTURBED, UNLESS NOTED OTHERWISE.
8. ANY AND ALL LANDSCAPING AND EXISTING TREES & SHRUBS TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR UTILIZING A LICENSED LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. THE GRADING CONTRACTOR SHALL COMPLY WITH ALL STATE CODES IN OBSERVING EROSION CONTROL MEASURES BOTH ON AND OFF-SITE.
10. THE GRADING CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES AFTER EACH RAINFALL EVENT OR AS DIRECTED BY STATE AUTHORITIES OR THE ARCHITECT.
11. THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL CLEARING AND GRADING WASTE MATERIALS GENERATED DURING CONSTRUCTION AND FOR OBTAINING ALL APPLICABLE PERMITS FOR OFF-SITE STOCKPILES AND/OR WASTE AREAS.
12. THE CROSS-SLOPE ON ALL SIDEWALKS SHALL BE A MAXIMUM OF 2.0%.
13. CONTRACTOR SHALL VERIFY ALL EXISTING ELEVATIONS WHERE NEW CONSTRUCTION JOIN OR CONNECT TO EXISTING PAVEMENT, CURB AND OTHER RIGID STRUCTURES. NOTIFY ARCHITECT IF DISCREPANCIES OCCUR.
14. ALL STORM DRAIN FRAMES, GRATES AND HOOD SHALL BE STAMPED WITH "DRAINS TO RIVER" IN ACCORDANCE WITH TOWN OF HOLLY SPRINGS STANDARDS.



KEY MAP SCALE 1"=500'

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
NOT FOR CONSTRUCTION
FOR REVIEW ONLY
SEAL
DO NOT USE FOR CONSTRUCTION
STEVEN J. MILLER
ENGINEER

TOWN OF HOLLY SPRINGS, NC
THIS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

GRADING PLAN AREA D

C-3.4

AREA D

AREA A

AREA C

AREA B

S 4.1
START

TOP OF BANK

30' CAPE FEAR STREAM BUFFER

WETLAND FEATURE "WA3"

WETLAND FEATURE "WA2"

WETLAND FEATURE "WA1"

MAIN FLOOR
FFE: 466.00'

GYMNASIUM
FFE: 463.33'

POND

EXISTING POND

OVERALL PLAN FOR REFERENCE ONLY;
REFER TO 40 SCALE DRAWINGS FOR DETAIL

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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PROFESSIONAL ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

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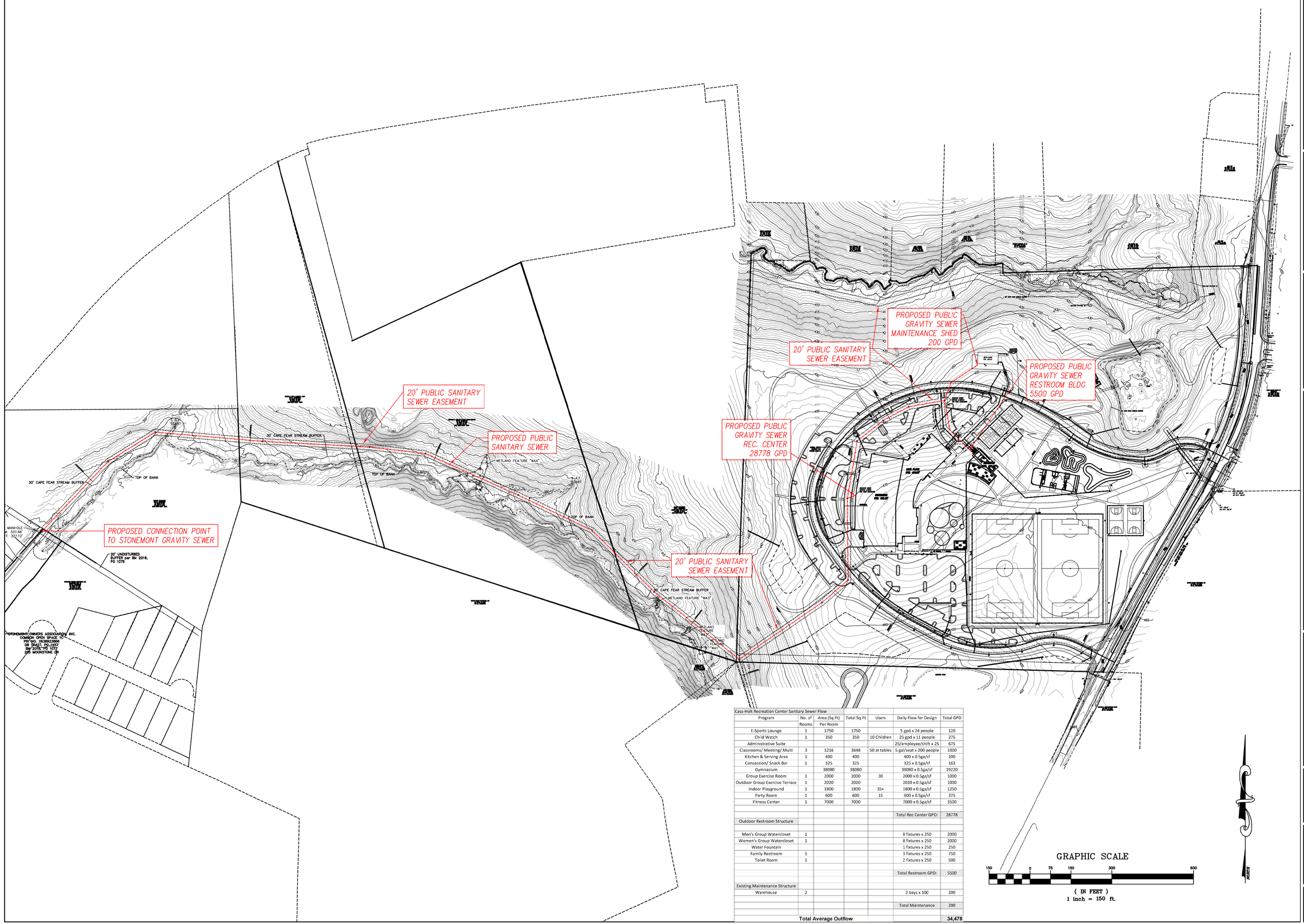
UTILITY PLAN

C-5.0



Cass-Holt Recreation Center Sanitary Sewer Flow						
Program	No. of Rooms	Area (Sq Ft) Per Room	Total Sq Ft	Users	Daily Flow for Design	Total GPD
E-Sports Lounge	1	1750	1750		5 gpd x 24 people	120
Child Watch	1	350	350	10 Children	25 gpd x 11 people	275
Administrative Suite					25/employee/shift x 25	675
Classrooms/ Meeting/ Multi	3	1216	3648	50 at tables	5 gal/seat x 200 people	1000
Kitchen & Serving Area	1	400	400		400 x 0.5ga/sf	200
Concession/ Snack Bar	1	325	325		325 x 0.5ga/sf	163
Gymnasium		38080	38080		38080 x 0.5ga/sf	19220
Group Exercise Room	1	2000	2000	30	2000 x 0.5ga/sf	1000
Outdoor Group Exercise Terrace	1	2020	2020		2020 x 0.5ga/sf	1000
Indoor Playground	1	1800	1800	35+	1800 x 0.5ga/sf	1250
Party Room	1	600	600	15	600 x 0.5ga/sf	375
Fitness Center	1	7000	7000		7000 x 0.5ga/sf	3500
					Total Rec Center GPD:	28778
Outdoor Restroom Structure						
Men's Group Watercloset	1				8 fixtures x 250	2000
Women's Group Watercloset	1				8 fixtures x 250	2000
Water Fountain					1 fixtures x 250	250
Family Restroom	1				3 fixtures x 250	750
Toilet Room	1				2 fixtures x 250	500
					Total Restroom GPD:	5500
Existing Maintenance Structure						
Warehouse	2				2 bays x 100	200
					Total Maintenance	200
Total Average Outflow						34,478

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STEVEN J. MILLER ENGINEER

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SANITARY SEWER MAP

C-5.01

PARDEEP SANDHAR, ET AL
DB 17773, PG 2225
PIN No. 0648340276

KB SQUARE, LLC
DB 18506, PG 1092
BM 2020, PG 455
PIN No. 0648344427

2MW, LLC
DB 16512, PG 426
PIN No. 0648348137

WETLAND FEATURE W1

WETLAND FEATURE W2

30' CAPE FEAR STREAM BUFFER

20' PUBLIC SANITARY SEWER EASEMENT

NEW R/W

PROPOSED YARD HYDRANT

PROPOSED RPZ IN ABOVE GROUND HOTBOX

PROPOSED MAINTENANCE SHED SERVICE

PROPOSED FHA

SHELTER
FFE: 450.00'

POND

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

20' PUBLIC STORM DRAINAGE EASEMENT

PROPOSED FHA

PROPOSED FHA

AREA A
AREA B MATCHLINE

SEWER VALVE

PROPOSED TAPPING SLEEVE & VALVE ASSEMBLY

INV: 456.12'

UTILITY LEGEND

	EXISTING	PROPOSED
CHILLED WATER	----------CW----------	CW
ELECTRICAL (OVERHEAD)	---------- E ----------	E
ELECTRICAL (UNDERGROUND)	----------UE----------	UE
FOUNDATION DRAIN	----------FD----------	FD
GAS	---------- G ----------	G
SANITARY SEWER	----------SS----------	SS
TELEPHONE (OVERHEAD)	---------- T ----------	T
TELEPHONE (UNDERGROUND)	----------UT----------	UT
WATER	---------- W ----------	W
ROOF DRAIN	----------RD----------	RD
FIRE PROTECTION	----------FP----------	FP
STORM DRAIN	==========	
TREE PROTECTION FENCING, SEE EROSION CONTROL PLANS		
LIGHT POLE	LP	
UTILITY POLE	PP	
MANHOLE	MH	
CLEAN OUT	CO	
DROP INLET,CATCH BASIN	DI, CB	
FIRE HYDRANT	FH	
WATER VALVE	WV	
POST INDICATOR VALVE (PIV)		
FIRE DEPARTMENT CONNECTION (FDC)		
THRUST BLOCKING		
SANITARY SEWER STRUCTURE IDENTIFICATION		1

GENERAL NOTES–UTILITY

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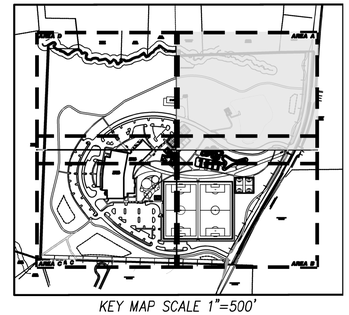

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GRAPHIC SCALE

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(IN FEET)
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ENGINEER
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TOWN OF HOLLY SPRINGS, NC
THIS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
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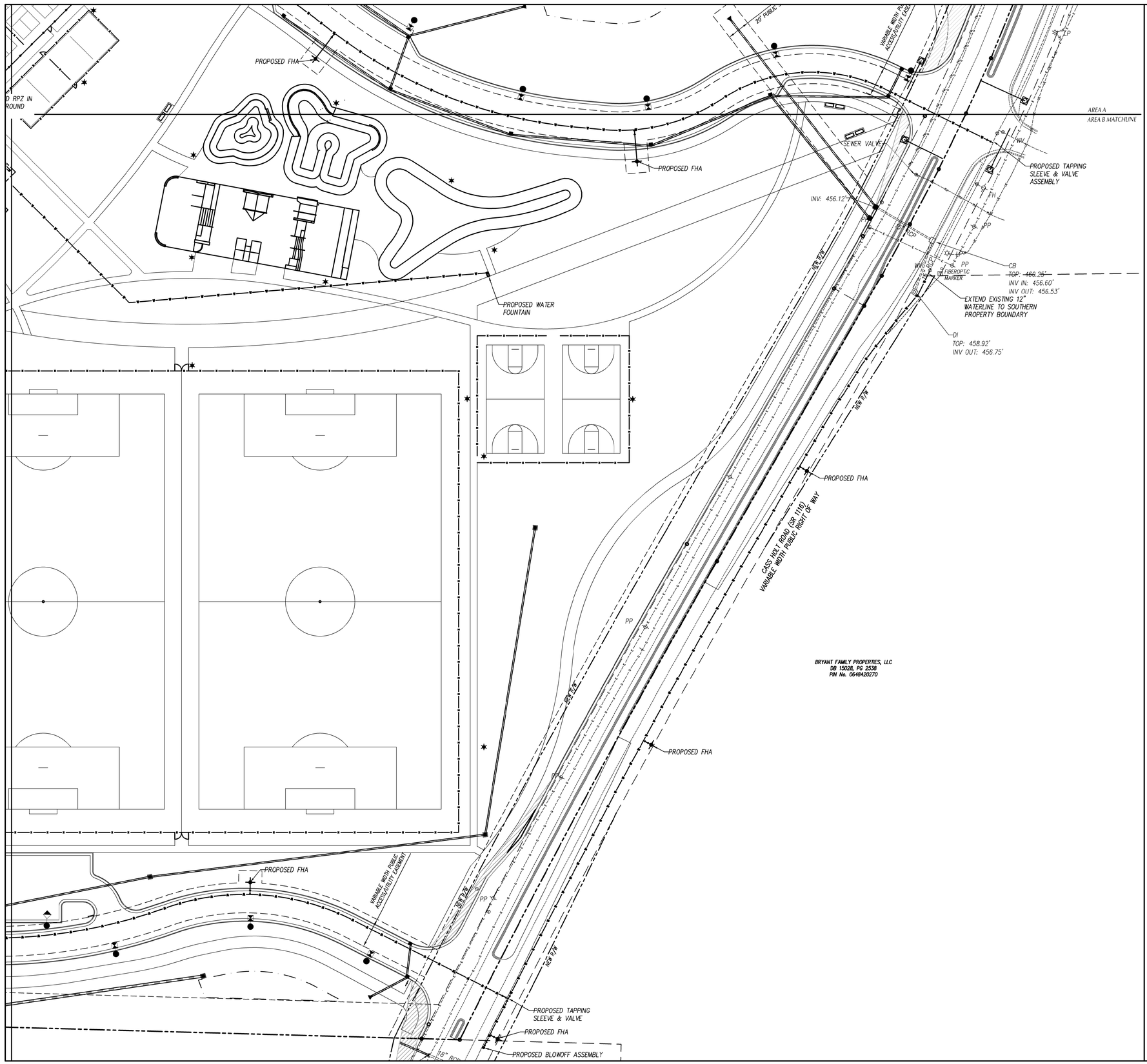
UTILITY PLAN AREA A

C-5.1



UTILITY LEGEND

	EXISTING	PROPOSED
CHILLED WATER	----------CW----------	CW
ELECTRICAL (OVERHEAD)	---------- E ----------	E
ELECTRICAL (UNDERGROUND)	----------UE----------	UE
FOUNDATION DRAIN	----------FD----------	FD
GAS	---------- G ----------	G
SANITARY SEWER	----------SS----------	SS
TELEPHONE (OVERHEAD)	---------- T ----------	T
TELEPHONE (UNDERGROUND)	----------UT----------	UT
WATER	---------- W ----------	W
ROOF DRAIN	----------RD----------	RD
FIRE PROTECTION	----------FP----------	FP
STORM DRAIN	==========	
TREE PROTECTION FENCING, SEE EROSION CONTROL PLANS		
LIGHT POLE	LP	
UTILITY POLE	PP	
MANHOLE	MH	
CLEAN OUT	CO	
DROP INLET,CATCH BASIN	DI, CB	
FIRE HYDRANT	FH	
WATER VALVE	WV	
POST INDICATOR VALVE (PIV)		
FIRE DEPARTMENT CONNECTION (FDC)		
THRUST BLOCKING		
SANITARY SEWER STRUCTURE IDENTIFICATION		1

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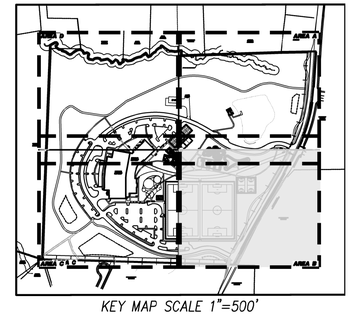

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GRAPHIC SCALE

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PRELIMINARY CONSTRUCTION PLANS NOT RELEASED FOR CONSTRUCTION
SEAL
NOT RELEASE FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
THIS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
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REVISIONS		
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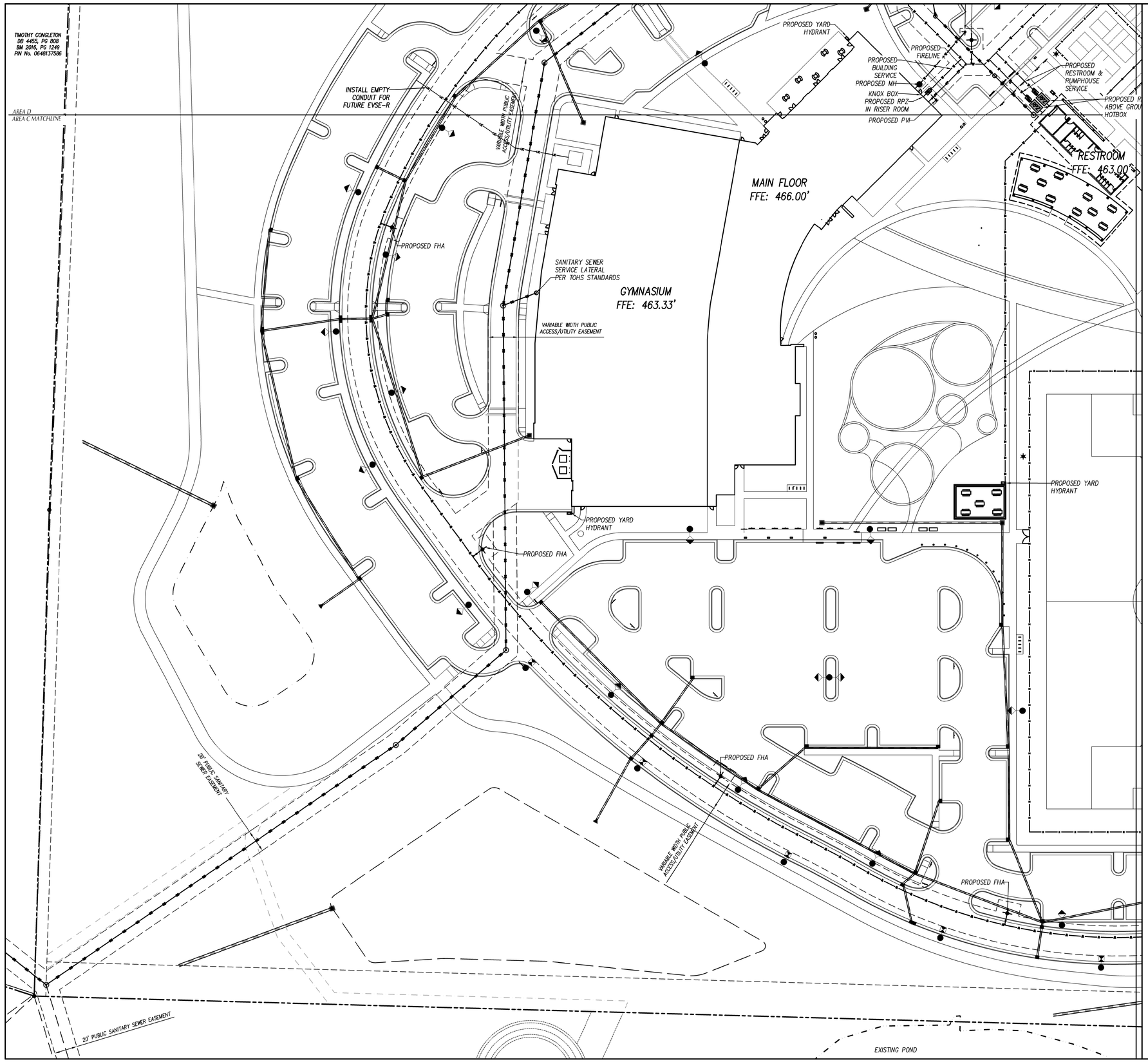
UTILITY PLAN AREA B

C-5.2



UTILITY LEGEND

	EXISTING	PROPOSED
CHILLED WATER	----------CW----------	CW
ELECTRICAL (OVERHEAD)	---------- E ----------	E
ELECTRICAL (UNDERGROUND)	----------UE----------	UE
FOUNDATION DRAIN	----------FD----------	FD
GAS	---------- G ----------	G
SANITARY SEWER	----------SS----------	SS
TELEPHONE (OVERHEAD)	---------- T ----------	T
TELEPHONE (UNDERGROUND)	----------UT----------	UT
WATER	---------- W ----------	W
ROOF DRAIN	----------RD----------	RD
FIRE PROTECTION	----------FP----------	FP
STORM DRAIN	==========	
TREE PROTECTION FENCING, SEE EROSION CONTROL PLANS		
LIGHT POLE	LP	
UTILITY POLE	PP	
MANHOLE	MH	
CLEAN OUT	CO	
DROP INLET,CATCH BASIN	DI, CB	
FIRE HYDRANT	FH	
WATER VALVE	WV	
POST INDICATOR VALVE (PIV)		
FIRE DEPARTMENT CONNECTION (FDC)		
THRUST BLOCKING		
SANITARY SEWER STRUCTURE IDENTIFICATION		1

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1 inch = 40 ft.

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DO NOT USE FOR CONSTRUCTION
ENGINEER
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TOWN OF HOLLY SPRINGS, NC
THIS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
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DRAWN BY:	RW,AH
DATE:	08–MARCH–24
CLH PROJECT NO:	22–196
FILE:	.

UTILITY PLAN AREA C

C-5.3

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

SIND HOLDINGS, LLC
DB 16844, PG 864
BM 2016, PG 1249
PIN No. 0648244386

APRIL CARDEN
ROBERT CARDEN
DB 17753, PG 714
PIN No. 0648247206

DAWD IRISH
SANDRA IRISH
DB 2505, PG 682
PIN No. 0648248286

30' CAPE FEAR STREAM BUFFER

20' PUBLIC SANITARY SEWER EASEMENT

METAL BARN
FFE: 453.43'

VARIABLE WIDTH PUBLIC ACCESS/UTILITY EASEMENT

PROPOSED FHA

SANITARY SEWER SERVICE LATERALS PER TOHS STANDARDS

PROPOSED FHA

PROPOSED FHA
PROPOSED FDC

PROPOSED YARD HYDRANT

PROPOSED FIRELINE

PROPOSED BUILDING SERVICE

PROPOSED MH

KNOX BOX
PROPOSED RPZ IN RISER ROOM

PROPOSED PIV

PROPOSED RESTROOM & PUMPHOUSE SERVICE

PROPOSED ABOVE GRO HOTBOX

RESTROOM
FFE: 463.00'

MAIN FLOOR
FFE: 466.00'

INSTALL EMPTY CONDUIT FOR FUTURE EVSE-R

TIMOTHY CONGLETON
DB 4455, PG 808
BM 2016, PG 1249
PIN No. 0648137586

AREA D
AREA C MATCHLINE

UTILITY LEGEND

	EXISTING	PROPOSED
CHILLED WATER	----------CW----------	CW
ELECTRICAL (OVERHEAD)	---------- E ----------	E
ELECTRICAL (UNDERGROUND)	----------UE----------	UE
FOUNDATION DRAIN	----------FD----------	FD
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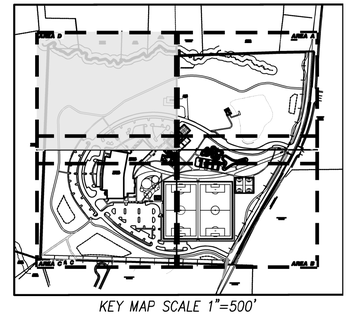
SANITARY SEWER STRUCTURE IDENTIFICATION		1

GENERAL NOTES-UTILITY

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS, SPECIFICATIONS AND DETAILS.
2. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT TO FINISH GRADE IN NON-TRAFFIC AREAS, 4-FT TO FINISH GRADE IN TRAFFIC AREAS.
3. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 3-FT TO FINISH GRADE IN NON-TRAFFIC AREAS, 4-FT TO FINISH GRADE IN TRAFFIC AREAS.
4. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
5. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM HORIZONTAL CLEARANCE OF 10-FT.
6. SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
7. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AND OTHER TRADES INCLUDING BUT NOT LIMITED TO: NATURAL GAS, ELECTRICITY, TELEPHONE AND CATV.
8. VERIFY EXISTING CONDITIONS AND CONNECTIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED.
9. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
10. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
11. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
12. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY SERVICE TO ADJACENT FACILITIES. COORDINATE SHORT-TERM, OFF-HOUR, TEMPORARY SHUT- DOWNS WITH THE OWNER.
13. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
14. ALL ROOF DRAINS SHALL BE 6" PVC (SCH 40) @ 1.04% MIN. SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
15. ALL SANITARY SEWER SERVICES SHALL BE 4" PVC (SCH 40) @1.04% MIN. SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
16. ALL CONDENSATE LINES SHALL BE CONNECTED TO STORM DRAINAGE SYSTEM.
17. NO WORK SHALL BE PERFORMED ON RIGHT-OF-WAYS OR ADJACENT PROPERTIES UNTIL THE OWNER NOTIFIES CONTRACTOR IN WRITING OF PROCUREMENT OF APPROPRIATE PERMITS, EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY.



KEY MAP SCALE 1"=500'

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY CARDINAL'S
NOT FOR RECORDING
FOR REVIEW ONLY
SEAL
DO NOT USE FOR CONSTRUCTION
ENGINEER
STEVEN J. MILLER

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

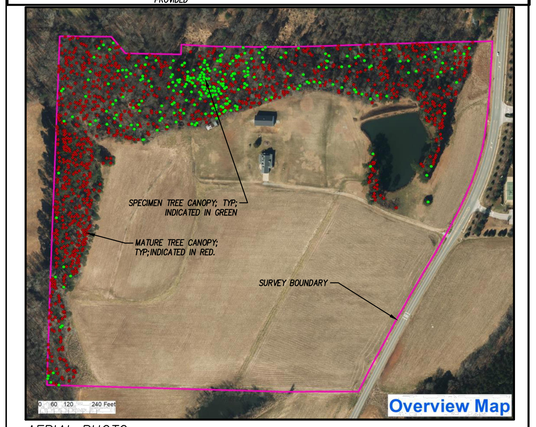
DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

UTILITY PLAN AREA D

C-5.4

OPEN SPACE REQUIREMENT

SYMBOL	DESCRIPTION	QTY.
	REQUIREMENT: COMPONENT 1: TREE PRSERVATION AREA	25% (55.793 ACRES * .25)= 13.94 ACRES
	REQUIREMENT: FLEXIBLE SPACE	5% (55.793 ACRES * .05)= 2.78 ACRES
	TOTAL REQUIRED OPEN SPACE	30% (16.137 ACRES)
	PROVIDED	
	TREE PRESERVATION AREA: SPECIMEN TREES AND MATURE NATIVE CANOPIES	519,271.29 sf (11.92 ACRES)
	TREE PRESERVATION AREA: WETLANDS AND STREAM BUFFERS: SIGNIFICANT NATURAL RESOURCE AREAS	90,179.01 sf (2.07 ACRES)
	TREE PRESERVATION AREA: REFORESTATION AREAS (HIGH DENSITY FOREST	70,004.75 sf (1.61 ACRES)
	TOTAL TREE PRESERVATION AREA PROVIDED	15.60 ACRES
	FLEXIBLE SPACE: WETLAND PONDS AND WET PONDS	134,164.80 sf (3.08 ACRES)
	FLEXIBLE SPACE: MEADOW SEED MIX	41,434.31 sf (.95 ACRES)
	TOTAL FLEXIBLE SPACE PROVIDED	4.03 ACRES
	TOTAL OPEN SPACE PROVIDED	35.18% (19.63 ACRES)



AERIAL PHOTO

AREA D

AREA A

AREA C

AREA B

TREE PRESERVATION AREA; WETLANDS AND STREAM BUFFERS; NATURAL RESOURCE AREAS; TYP.

10' PERIMETER BUFFER; TYPE B

TREE PRESERVATION AREA; SPECIMEN TREES AND MATURE TREE CANOPY; TYP.

FLEXIBLE SPACE: REFORESTATION AREA (HIGH DENSITY FOREST); TYP.

5' PERIMETER BUFFER; TYPE A

30' MODIFIED PERIMETER BUFFER; TYPE B

TOP OF BANK

EXISTING VEGETATION

10' PERIMETER BUFFER; TYPE B

FLEXIBLE SPACE/ MEADOW PLANTING

30' CAPE FEAR STREAM BUFFER

WETLAND FEATURE "WA3"

WETLAND FEATURE "WA2"

WETLAND FEATURE "WA1"

MAIN FLOOR FFE: 466.00'

GYMNASIUM FFE: 463.33'

METAL BARN FFE: 453.67'

REFER TO SHEET C-6.5 FOR LANDSCAPE CALCULATIONS AND PLANT SCHEDULE

OVERALL PLAN FOR REFERENCE ONLY; REFER TO 40 SCALE DRAWINGS FOR DETAIL

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

CLH DESIGN

CLH Design, PA
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TOWN OF HOLLY SPRINGS, NC
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OVERALL LANDSCAPE PLAN / TREE PRESERVATION PLAN

C-6.0

PARDEEP SANDHAR, ET AL
DB 17773, PG 2225
PIN No. 0648340276

KB SQUARE, LLC
DB 18506, PG 1092
BM 2020, PG 455
PIN No. 0648344427

2MM, LLC
DB 16512, PG 426
PIN No. 0648348137

AREA A
AREA B MATCHLINE

EXISTING TREELINE

WETLAND FEATURE W1

WETLAND FEATURE W2

EXISTING VEGETATION

30' CAPE FEAR RIVER BASIN STREAM BUFFER

40' PUBLIC SANITARY SEWER EASEMENT

0.00 E INCREMENT
(3) QN
(3) TCH
(6) IC
100.00 E
(2) NS
(6) CA
200.00 E
(6) AC
(1) NS
300.00 E
(1) NS
(4) QL
SCM
(6) DC
400.00 E
(6) RR
500.00 E
(5) TCH
(6) BM
(2) UP
600.00 E
(1) GTI
(2) QN
(2) NS
(6) GTI
(1) NS
(5) LB
(5) VP
(1) GB

(15 FO 26) CASS HOLT STREET TREES DESIGNATED WITH TRANSPARENT HATCH; TYP.

(11 of 26) CASS HOLT STREET TREES; RELOCATED TO PARK ACCESS DRIVE NORTH; DESIGNATED WITH TRANSPARENT HATCH; TYP.

SHELTER
FFE: 450.00'

POND

NATURALIZED NO MOW SEED MIX

MEADOW SEED MIX

SOD

(4) NS
(3) UA
(3) QL

HARNETT MUTH PUBLIC ACCESS/UTILITY EASEMENT

20' PUBLIC STORM DRAINAGE EASEMENT

REFORESTATION AREA

GENERAL NOTES–LANDSCAPING

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2. VERIFICATION OF TOTAL QUANTITIES AS SHOWN ON THE PLANT LIST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE TOTAL QUANTITIES SHALL BE AS SHOWN ON THE PLAN.
3. ALL PLANT MATERIAL SHALL CONFORM WITH THE STANDARDS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND THE WRITTEN SPECIFICATIONS.
4. ALL PLANT MATERIAL (SHRUBS/TREES) SHALL BE A MINIMUM DISTANCE OF 4 1/2 FEET FROM BACK OF CURB, EXCEPT ALONG ANY NEW WALLS ADJACENT TO PARKING WHERE CURB STOPS WILL BE USED. ALL PLANTING BEDS TO BE MULCHED WITH A MINIMUM OF 3" OF MULCH
5. ALL PLANT GROUPINGS SHALL BE MULCHED AS ONE BED. 3" OF DYED BROWN DOUBLE SHREDDED HARDWOOD MULCH SHALL BE USED AROUND ALL PLANTINGS WITH THE EXCEPTION OF BUFFER PLANTINGS.
6. APPLY PRE-EMERGENT HERBICIDE TO ALL NEW PLANTING BEDS AT MANUFACTURER'S RECOMMENDED RATE PRIOR TO INSTALLATION OF MULCH.
7. ESTABLISH POSITIVE DRAINAGE IN ALL PLANTING BEDS AND AWAY FROM BUILDINGS.
8. DO NOT INSTALL PLANT MATERIAL IN IMPERVIOUS SOILS, (i.e. HOLES WHICH , WHEN FILLED WITH WATER, DO NOT COMPLETELY DRAIN WITHIN TWO HOURS.) SEE SPECIFICATIONS FOR TOPSOIL REQUIREMENTS.
9. LAWN AREAS SHALL BE SEEDED WITH RIVIERA OR SUNSTAR BERMUDA GRASS 95% COVERAGE (BASED ON A PER SQUARE YARD SAMPLE) SHALL BE ATTAINED PRIOR TO FINAL INSPECTION. SEE DETAIL SHEET FOR RATES AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
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12. LANDSCAPE SUB-CONTRACTOR (UNDER GC CONTRACT) SHALL BE RESPONSIBLE FOR WATERING ALL PLANTS AND LAWN AREAS AT HIS COST FROM HIS OWN WATER SOURCE INCLUDING DURING PERIODS OF DROUGHT UNTIL THE PLANTS AND LAWN MEET FINAL COMPLETION. PLANT MATERIALS OR AREAS OF GRASS WHICH PERISH SHALL BE RE-ESTABLISHED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
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LANDSCAPE

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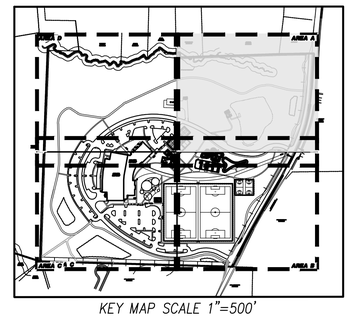

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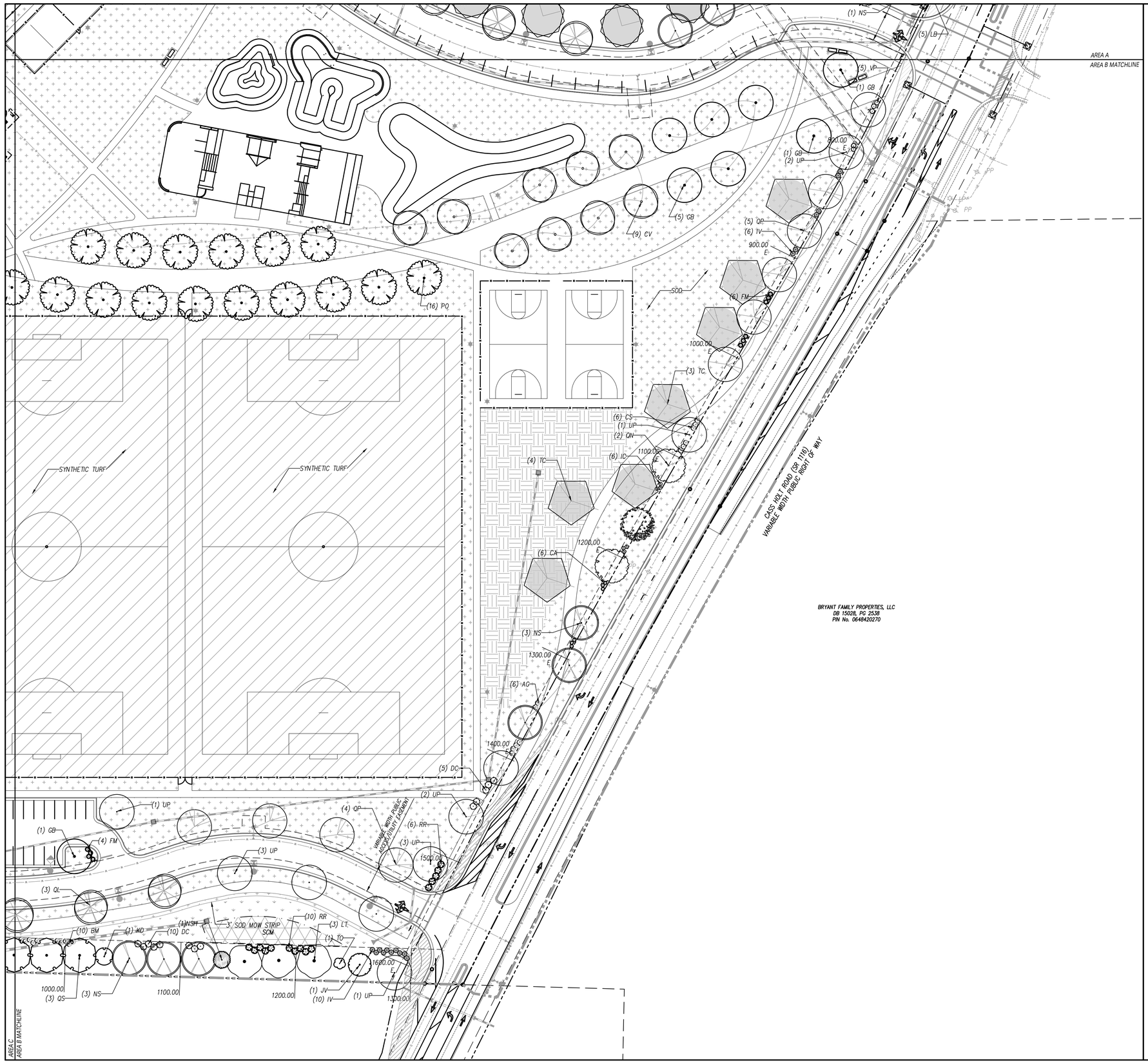
TOWN OF HOLLY SPRINGS, NC
THS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

LANDSCAPE PLAN AREA A

C-6.1



BRYANT FAMILY PROPERTIES, LLC
DB 15028, PG 2538
PIN No. 0648420270

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LANDSCAPE

- TREE PRESERVATION AREA: SPECIMEN TREES AND MATURE NATIVE CANOPIES
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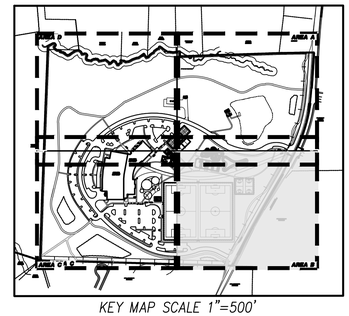
REFER TO SHEET C-6.5 FOR LANDSCAPE CALCULATIONS + PLANT SCHEDULE



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NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1699 GARY R. PIERCE
REVIEW ONLY DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

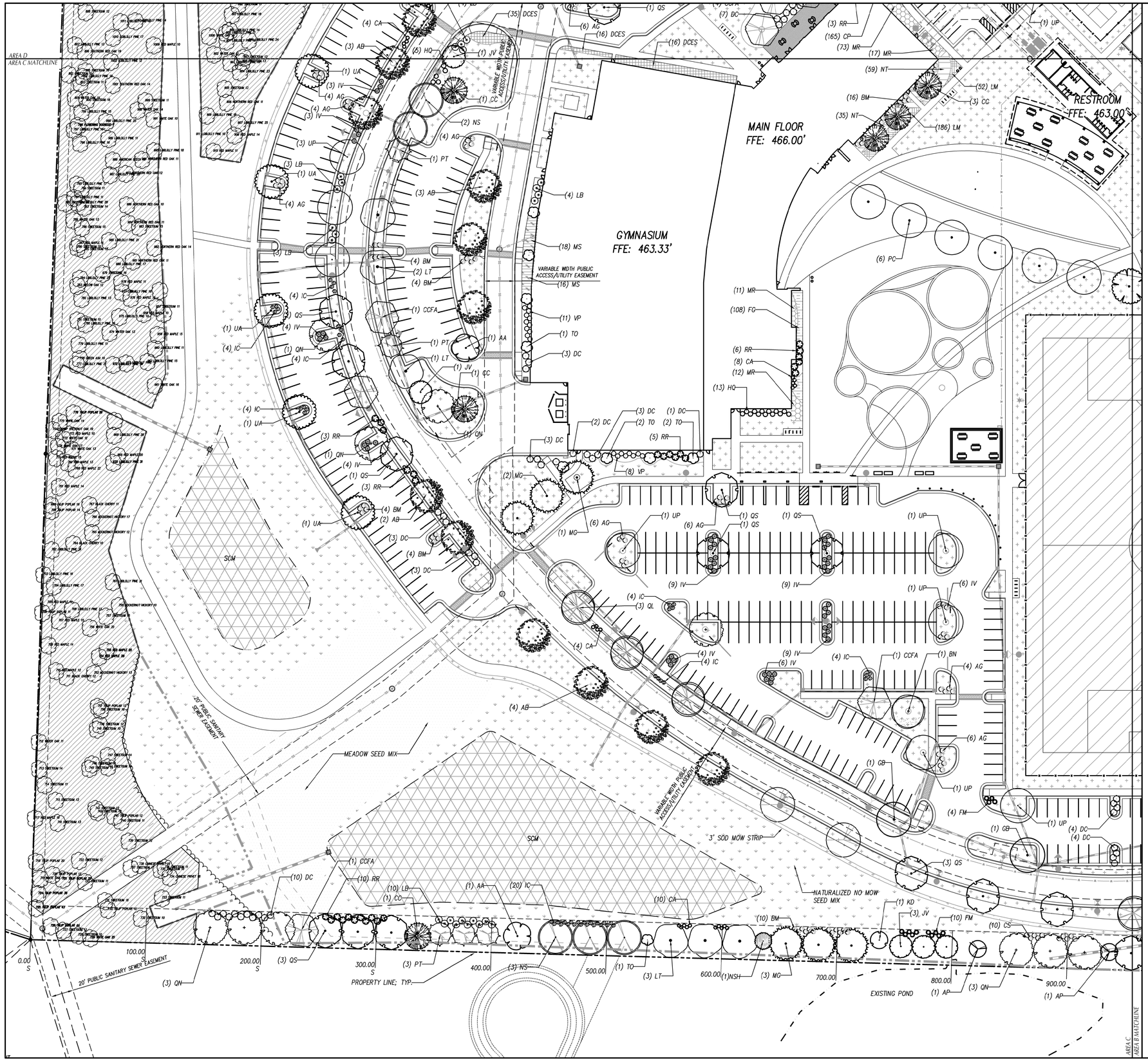
REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

LANDSCAPE PLAN AREA B

C-6.2



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    - 10.3. ONE SUBSTANTIAL COMPLETION MEETING FOR PLANT INSTALLATION.
    - 10.4. ONE FINAL INSPECTION FOR ALL SEEDING/PLANTING OPERATIONS.
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18. ALL 3:1 SLOPES SHALL BE STABILIZED WITH "NO-MOW" NATURALIZED SEED MIX AND EROSION CONTROL MATTING.
19. ALL FOUNDATION SHRUBS AND TREES TO BE PLANTED A MINIMUM OF 5-FT FROM BUILDING WALL. NOTIFY LANDSCAPE ARCHITECT FOR ANY DISCREPANCIES.
20. INSTALL PERMANENT SEEDING ALONG ALL ROADSIDE DITCHES AND CHANNELS WITHIN CONSTRUCTION LIMITS OF PROJECT. SEE EROSION CONTROL PLANS FOR ADDITIONAL INFORMATION.

LANDSCAPE

- TREE PRESERVATION AREA: SPECIMEN TREES AND MATURE NATIVE CANOPIES
- TREE PRESERVATION AREA: WETLANDS AND STREAM BUFFERS: SIGNIFICANT NATURAL RESOURCE AREAS
- TREE PRESERVATION AREA: REFORESTATION AREAS (HIGH DENSITY FOREST
- FLEXIBLE SPACE: WETLAND PONDS AND WET PONDS
- FLEXIBLE SPACE: MEADOW SEED MIX
- SOD
- SYTHNETIC TURF

REFER TO SHEET C-6.5 FOR LANDSCAPE CALCULATIONS + PLANT SCHEDULE

KEY MAP SCALE 1"=500'

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
NOT FOR REVIEW ONLY
1699
DO NOT USE FOR CONSTRUCTION
GARY R. PIERCE

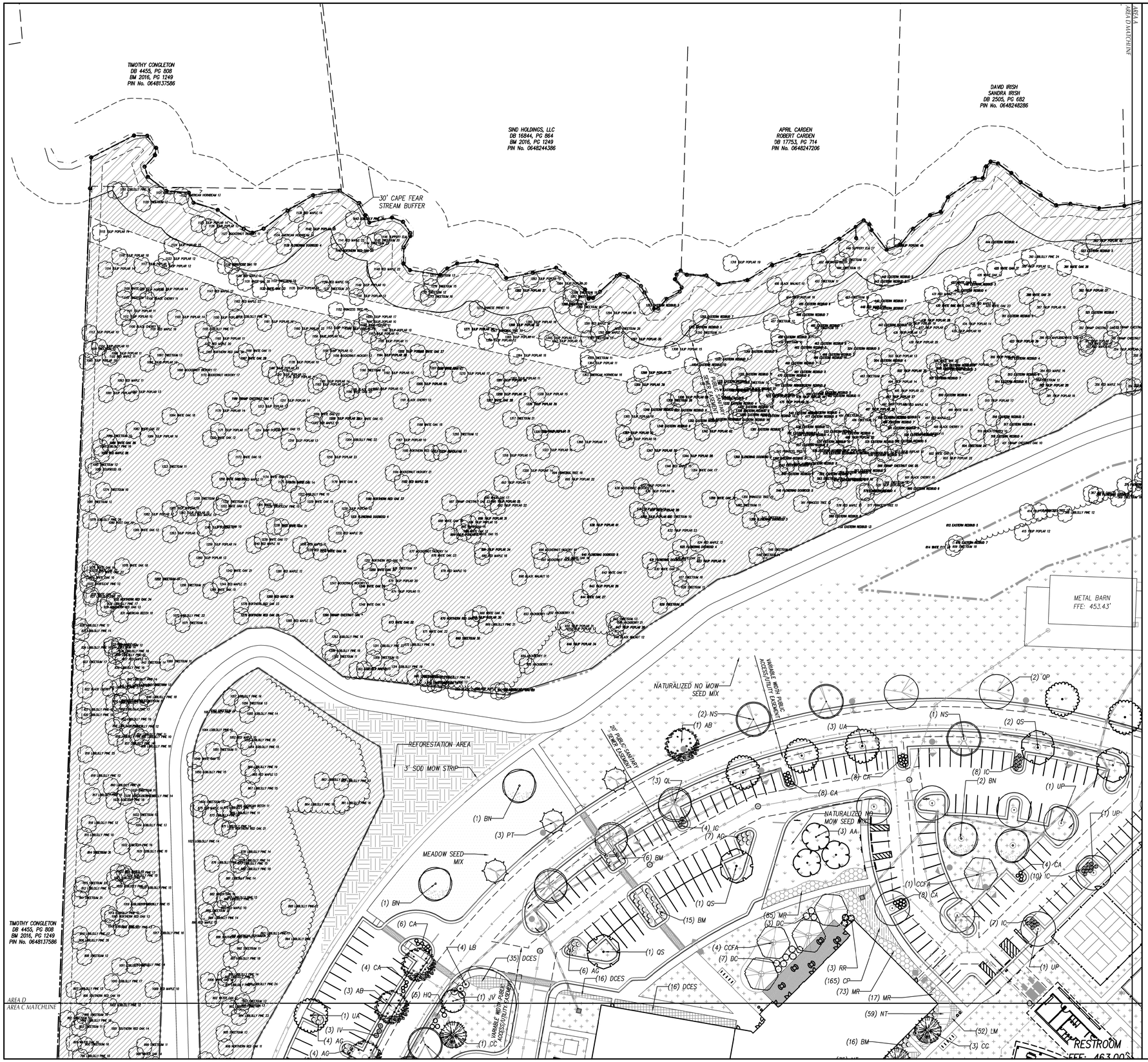
TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013
CASS HOLT ROAD PARK
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08-MARCH-24
CLH PROJECT NO:	22-196
FILE:	.

LANDSCAPE PLAN AREA C

C-6.3



GENERAL NOTES–LANDSCAPING

1. LOCATE ALL EXISTING UTILITIES PRIOR TO INSTALLATION OF PLANT MATERIAL. NOTIFY OWNER OF ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND THOSE SHOWN ON THE PLAN.
2. VERIFICATION OF TOTAL QUANTITIES AS SHOWN ON THE PLANT LIST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE TOTAL QUANTITIES SHALL BE AS SHOWN ON THE PLAN.
3. ALL PLANT MATERIAL SHALL CONFORM WITH THE STANDARDS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND THE WRITTEN SPECIFICATIONS.
4. ALL PLANT MATERIAL (SHRUBS/TREES) SHALL BE A MINIMUM DISTANCE OF 4 1/2 FEET FROM BACK OF CURB, EXCEPT ALONG ANY NEW WALLS ADJACENT TO PARKING WHERE CURB STOPS WILL BE USED. ALL PLANTING BEDS TO BE MULCHED WITH A MINIMUM OF 3" OF MULCH
5. ALL PLANT GROUPINGS SHALL BE MULCHED AS ONE BED. 3" OF DYED BROWN DOUBLE SHREDDED HARDWOOD MULCH SHALL BE USED AROUND ALL PLANTINGS WITH THE EXCEPTION OF BUFFER PLANTINGS.
6. APPLY PRE-EMERGENT HERBICIDE TO ALL NEW PLANTING BEDS AT MANUFACTURER'S RECOMMENDED RATE PRIOR TO INSTALLATION OF MULCH.
7. ESTABLISH POSITIVE DRAINAGE IN ALL PLANTING BEDS AND AWAY FROM BUILDINGS.
8. DO NOT INSTALL PLANT MATERIAL IN IMPERVIOUS SOILS, (i.e. HOLES WHICH WHEN FILLED WITH WATER, DO NOT COMPLETELY DRAIN WITHIN TWO HOURS.) SEE SPECIFICATIONS FOR TOPSOIL REQUIREMENTS.
9. LAWN AREAS SHALL BE SEEDED WITH RIVIERA OR SUNSTAR BERMUDA GRASS 95% COVERAGE (BASED ON A PER SQUARE YARD SAMPLE) SHALL BE ATTAINED PRIOR TO FINAL INSPECTION. SEE DETAIL SHEET FOR RATES AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
10. CONTACT THE LANDSCAPE ARCHITECT FOR INSPECTION 48 HOURS IN ADVANCE OF THE SCHEDULED SITE VISIT AND AT THE FOLLOWING INTERVALS:
    - 10.1. REVIEW OF GRADING PRIOR TO PLANT AND LAWN INSTALLATION
    - 10.2. REVIEW OF PLANT MATERIAL PRIOR TO INSTALLATION.
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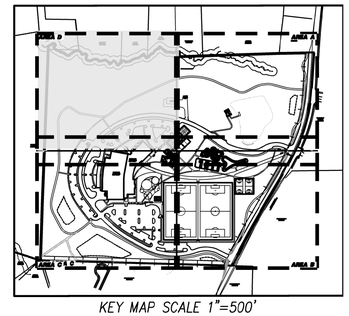

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(IN FEET)
1 inch = 40 ft.

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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 1699 GARY R. PIKE
PRELIMINARY PLANS NOT FOR REVIEW ONLY DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS

NO.	DATE	DESCRIPTION
.	.	.

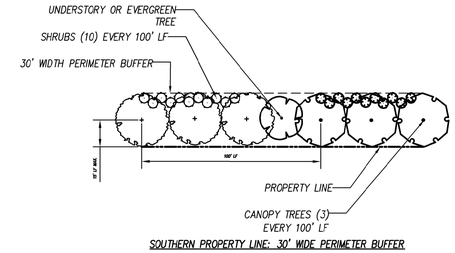
DESIGNED BY:	ZP,RW
DRAWN BY:	RW,AH
DATE:	08–MARCH–24
CLH PROJECT NO:	22–196
FILE:	.

LANDSCAPE PLAN AREA D

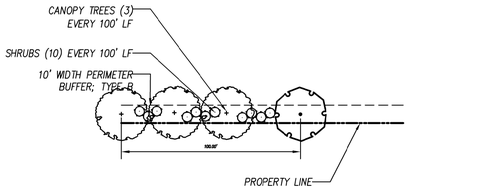
C-6.4

PLANT SCHEDULE

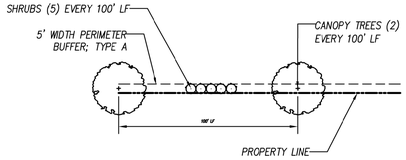
TREES (CANOPY)	%	QTY	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE
AB	6.45%	14	Acer buergeranum/ Trident Maple	B&B, STRAIGHT TRUNK, FULL CROWN	2.0" CAL	10' HT MIN.
BN	2.30%	5	Betula Nigra "Dura Heat"/ River Birch	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
GB	4.60%	10	Ginkgo biloba 'Autumn Gold'/Autumn Gold Ginkgo			
GTI	3.22%	7	Gleditsia tricanthos inermis "Shademaster" / Shademaster Honeylocust	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
JV	2.76%	6	Juniperus virginiana/ Eastern Redcedar	B&B	1.5" CAL	8' HT MIN.
LT	4.14%	9	Liriodendron tulipifera/ Tulip Tree	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	10' HT MIN.
MG	2.76%	6	Magnolia grandiflora/ Southern Magnolia	B&B	1.5" CAL	8' HT MIN.
NS	11.52%	25	Nyssa sylvatica "Wildfire" / Wildfire Black Gum	B&B, STRAIGHT TRUNK, FULL CROWN	2.0" CAL	12' HT MIN.
PC	2.76%	6	Pistachia chinensis/ Chinese Pistache	B&B, STRAIGHT TRUNK, FULL CROWN	2.0" CAL	8' HT MIN.
PT	3.68%	8	Pinus Taeda/ Loblolly Pine	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
QL	7.83%	17	Quercus lyrata / Highbeam Overcup Oak	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
QN	7.83%	17	Quercus nuttalli / Nuttall Oak	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
QP	5.99%	13	Quercus phellos / Willow Oak	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	10' HT MIN.
QS	8.75%	19	Quercus shumardii/ Shumard Oak	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
TC	3.22%	7	Tilia cordata / Little Leaf Linden	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	12' HT MIN.
TCH	3.68%	8	Tsuga canadensis / Canadian Hemlock			
UA	5.06%	11	Ulmus americana 'Princeton'/ American Elm	B&B, STRAIGHT TRUNK, FULL CROWN	2.0" CAL	
UP	13.36 %	29	Ulmus parvifolia / Lacebark Elm	B&B, STRAIGHT TRUNK, FULL CROWN	2.5" CAL	10' HT MIN.
TREES (UNDERSTORY)	%	QTY	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE
AA	11.11%	5	Almelanchier arborea/ Serviceberry	B&B, STRAIGHT TRUNK, FULL CROWN	1" CAL.	8' HT MIN.
AP	4.44%	2	Acer palmatum 'Wildfire'/Wildfire Coral Bark Japanese Maple	B&B, STRAIGHT TRUNK, FULL CROWN	1" CAL.	7' HT MIN.
CC	13.33 %	6	Cercis Canadensis "Hearts of Gold"/ Hearts of Gold Redbud	B&B, STRAIGHT TRUNK, FULL CROWN	1" CAL.	8' HT MIN.
CCFA	20%	9	Cercis canadensis "Forest Pansy" / Redbud	B&B, STRAIGHT TRUNK, FULL CROWN	1" CAL.	8' HT MIN.
CV	20%	9	Chionanthus virginicus/ Fringe Tree	FULL CROWN	1" CAL.	8' HT MIN.
KD	4.44%	2	Cornus kousa/ Kousa Dogwood	B&B, STRAIGHT TRUNK, FULL CROWN	2" CAL.	8' HT MIN.
NSH	4.44%	2	Ilex x 'Nellie Stevens /Nellie Stevens Holly	B&B, STRAIGHT TRUNK, FULL CROWN	1" CAL.	8' HT MIN.
TO	22.22 %	10	Thuja occidentalis/ American Aborvitae	B&B, STRAIGHT TRUNK, FULL CROWN	1.5" CAL.	8' HT MIN.
SHRUBS	%	QTY	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE
AG	11.07%	67	Abelia x grandiflora 'Kaleidoscope/ Kaleidoscope Glossy Abelia	FULL PLANTS; MATCHING; 4' O.C.		15" HT MIN.
BM	13.32 %	81	Buxus microphylla 'Baby Gem'/Baby Gem Boxwood	FULL PLANTS MATCHING, 3' O.C.		15" HT MIN.
CA	11.67%	71	Clethora alnifolia "Hummingbird"/ Hummingbird Clethera	FULL PLANTS; MATCHING; 4' O.C.		15" HT MIN.
CS	2.63%	16	Cornus sericea 'Bailey'/Bailey's Red Twig Dogwood	FULL PLANTS, 8' O.C.		15" HT MIN.
DC	11.07%	67	Distylium "Cinnamon Girl" / Distylium	FULL PLANTS, 8' O.C.		15" HT MIN.
FM	3.94%	24	Fothergilla major 'Mt. Airy'/ Mt. Airy Fothergilla	FULL PLANTS; MATCHING; 4' O.C.		18" HT MIN.
HQ	2.97%	18	Hydrangea quercifolia/ Oakleaf Hydrangea	FULL PLANTS; MATCHING; 4' O.C.		18" HT MIN.
IC	14.63 %	89	Ilex crenata "Soft Touch"/ Soft Touch Japanese Holly	#3 CONT.;FULL SPACE AS SHOWN		18" HT MIN.
IV	11.01%	67	Ilex vomitoria "Nana"/ Dwarf Youpon Holly	#3 CONT.;FULL; 4' O.C.		18" HT MIN.
LB	4.76%	29	Lindera benzoin/ Spicebrush	FULL PLANTS, 8' O.C		18" HT MIN.
RR	9.04%	52	Rhododendron x "Roblex"/Autumn Lily Encore Azalea	FULL PLANTS, SPACE AS SHOWN		18" HT MIN.
VP	3.94%	24	Virburnum plicatum tomentosum "Shasta"/ Shasta Virburnum	FULL PLANTS		36" HT
ORNAMENTAL GRASSES AND GROUNDCOVER	%	QTY	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE
CP	17.09 %	165	Carex pensylvanica/ Pennsylvania Sedge	FULL PLANTS MATCHING, 18" O.C.		3 GAL CONT.
DCSS	6.94%	67	Deschampsia cepitosa / Tufted Hair Grass	FULL PLANTS MATCHING, 3' O.C.		3 GAL CONT.
FG	11.19%	108	Festuca glauca 'Elijah Blue'/ Elijah Blue Fescue	FULL PLANTS MATCHING; 18" O.C.		3 GAL CONT.
LM	24.66 %	238	Liriope muscari 'Big Blue'/ Big Blue Lirope	FULL PLANTS MATCHING; 18" O.C.		3 GAL CONT.
MR	20.51 %	198	Muhlenbergia reverchonii/ Rose Muhly	FULL PLANTS MATCHING, 3' O.C.		3 GAL CONT.
MS	3.52%	34	Miscanthus sinensis "Zebrinus"/ Zebra Grass	FULL PLANTS MATCHING, 3' O.C.		3 GAL CONT.
NT	9.74%	94	Nassella tenuissima/ Mexican Feather Grass	FULL PLANTS MATCHING, 3' O.C.		3 GAL CONT.
			NATURALIZED NO MOW SEED MIX			
			MEADOW SEED MIX			
			SOD			



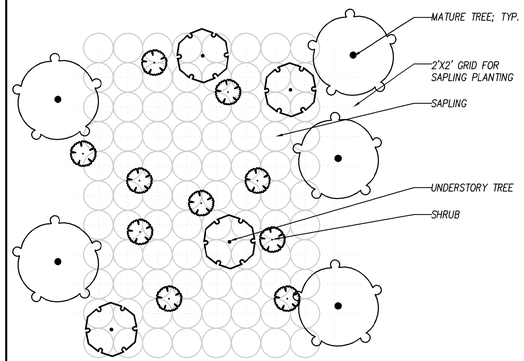
SOUTHERN PROPERTY LINE: 30' WIDE PERIMETER BUFFER



NORTH AND WEST PROPERTY LINE: 10' WIDE TYPE B PERIMETER BUFFER



EAST PROPERTY LINE: 5' WIDE TYPE A PERIMETER BUFFER



REFORESTATION DETAIL

LANDSCAPE CALCULATIONS

PERIMETER YARD LANDSCAPE INCREMENTS

SOUTH

0.00–100.00	100LF OF TREE PRESERVATION AREA
100.00–200.00	48LF OF TREE PRESERVATION AREA 2 DECIDUOUS CANOPY TREES 9 SHRUBS
200.00–300.0	3 DECIDUOUS CANOPY TREES 1 UNDERSTORY TREE 12 SHRUBS
300.00–400.00	1 DECIDUOUS CANOPY TREE 3 EVERGREEN TREE 1 UNDERSTORY TREE 10 SHRUBS
400.00–500.00	2 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 18 SHRUBS
500.00–600.00	3 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 8 SHRUBS
600.00–700.00	1 DECIDUOUS CANOPY TREE 2 EVERGREEN TREE 1 UNDERSTORY TREE 11 SHRUBS
700.00–800.00	4 EVERGREEN TREE 1 UNDERSTORY TREE 13 SHRUBS
800.00–900.00	2 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 8 SHRUBS
900.00–1000.00	3 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 10 SHRUBS
1000.00–1100.00	3 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 5 SHRUBS
1100.00–1200.00	3 DECIDUOUS CANOPY TREE 1 UNDERSTORY TREE 10 SHRUBS
1200.00–1300.00	2 DECIDUOUS CANOPY TREE 1 EVERGREEN TREE 1 UNDERSTORY TREE 13 SHRUBS

WEST

1499.73 LF OF TREE PRESERVATION AREA AT INCREMENTS OF 100LF

NORTH

2120.15 LF OF TREE PRESERVATION AREA AT INCREMENTS OF 100LF

EAST

0.00–100.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
100.00–200.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
200.00–300.0	2 DECIDUOUS CANOPY TREES 6 SHRUBS
300.00–400.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
400.00–500.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
500.00–600.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
600.00–700.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
700.00–800.00	2 DECIDUOUS CANOPY TREES 5 SHRUBS
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900.00–1000.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
1000.00–1100.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
1100.00–1200.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
1200.00–1300.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
1300.00–1400.00	2 DECIDUOUS CANOPY TREES 6 SHRUBS
1400.00–1500.00	2 DECIDUOUS CANOPY TREES 5 SHRUBS
1500.00–1600.00	2 DECIDUOUS CANOPY TREES 8 SHRUBS

STREET TREES

CASS HOLT ROAD 1545 LF / 60 LF O.C MAX
STREET TREES INDICATED WITH TRANSPARENT HATCH
TOTAL STREET TREES REQUIRED: 26
TOTAL STREET TREES PROVIDED: 26

FOUNDATION LANDSCAPING

RECREATION CENTER
TOTAL TREES REQUIRED:13
TOTAL TREES PROVIDED:36
(RELOCATED TO PROMENADE)

SHRUBS REQUIRED: 195
SHRUBS/ ORNAMENTAL GRASSES PROVIDED: 338

RESTROOM BUILDING/PICNIC SHELTER
TOTAL TREES REQUIRED:1
TOTAL TREES PROVIDED:3
(RELOCATED TO FOUNDATION PLANTING– RECREATION CENTER– UNDERSTORY TREES– HEARTS OF GOLD REDBUD)

SHRUBS REQUIRED: 27
SHRUBS/ ORNAMENTAL GRASSES PROVIDED: 35
(RELOCATED TO RECREATION CENTER– MEXICAN FEATHER GRASS)

MAINTENANCE BARN/MAINTENANCE BARN DUMPSTER ENCLOSURE
TOTAL TREES REQUIRED:2
TOTAL TREES PROVIDED:4
(RELOCATED TO ALONG PARK DRIVE SOUTH OF MAINTENANCE BARN)

SHRUBS REQUIRED: 30
SHRUBS/ ORNAMENTAL GRASSES PROVIDED: 38
RELOCATED TO VEHICULAR PARKING AREA NORTH EAST OF RECREATION CENTER)

ATHLETIC FIELDS
TOTAL TREES REQUIRED:23
TOTAL TREES PROVIDED:23
(RELOCATED TO ALONG PARK DRIVE SOUTH OF FIELDS AND RECREATION CENTER)

SHRUBS REQUIRED: 312
SHRUBS/ ORNAMENTAL GRASSES PROVIDED: 334
RELOCATED TO RECREATION CENTER, SIDEPATH)

INTERIOR PARKING LANDSCAPING

537 PARKING SPACES (1 ISLAND / 13 PARKING SPACES)
TOTAL TREES REQUIRED:41
TOTAL TREES PROVIDED:41
TOTAL SHRUBS REQUIRED:165
TOTAL SHRUBS PROVIDED:165

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TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

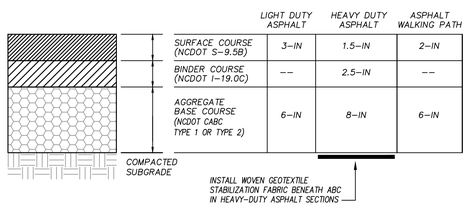
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08–MARCH–24
CLH PROJECT NO: 22–196
FILE: .

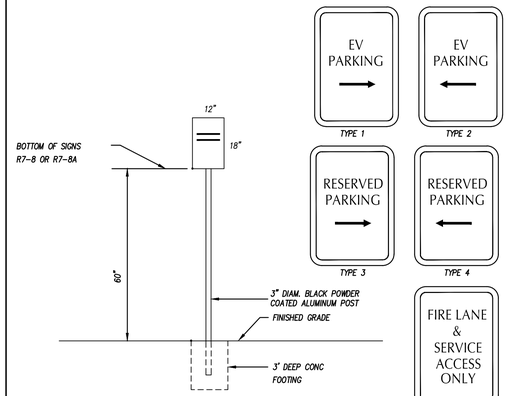
PLANT SCHEDULE

C-6.5



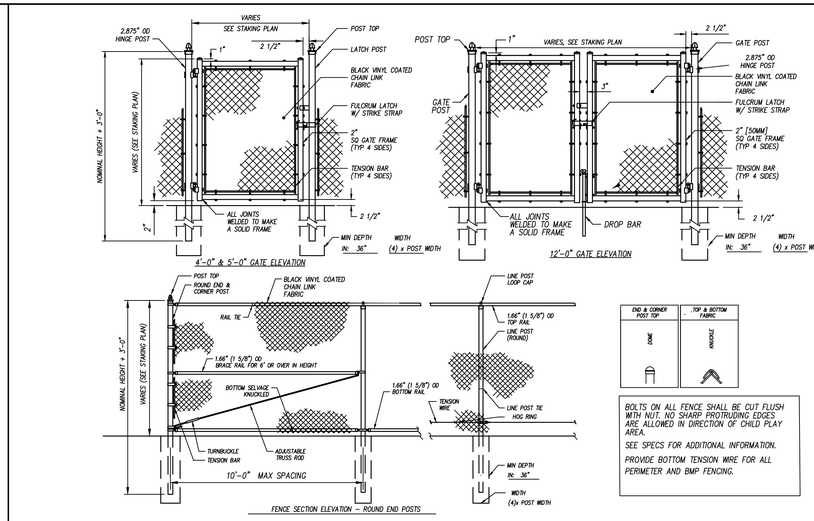
1. SEE SPECIFICATIONS FOR PROOFROLLING, COMPACTION & TESTING REQUIREMENTS.
2. DETAIL IS FOR ON-SITE PAVING OPERATIONS ONLY.
3. THE CONTRACTOR MAY CHOOSE TO INSTALL INTERMEDIATE COURSES OF PAVEMENT TO STABILIZE THE SITE DURING CONSTRUCTION AT NO ADDITIONAL COST.
4. THE CONTRACTOR IS REPONSIBLE FOR DETERMINING THE ADEQUATE THICKNESS REQUIRED FOR INTERMEDIATE PAVING. INCREASES IN THE DESIGN PAVEMENT SECTION TO FACILITATE INTERMEDIATE PAVING SHALL BE PROVIDED AT NO ADDITIONAL COST.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGES TO SUBGRADE, INSTALLED BASE COURSE AND/OR INTERMEDIATE PAVING PRIOR TO PLACING SUBSEQUENT PAVEMENT LIFTS AT NO ADDITIONAL COST.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING PAVEMENT DURING ALL PHASES OF WORK. THE FINAL SURFACE OF PAVEMENT SHALL BE FREE OF ALL DEFECTS OR DAMAGE.

ASPHALT PAVEMENT N.T.S.

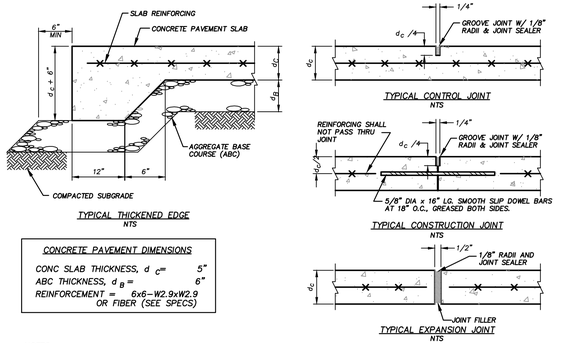


REFER TO TOWN OF HOLLY SPRINGS STANDARD DETAIL HS336. SEE SHEET C-8.3

SPECIAL PARKING SIGNAGE N.T.S.



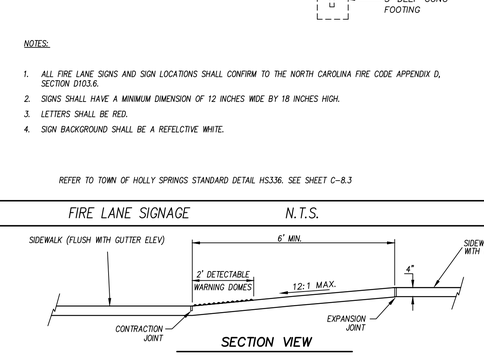
VINYL COATED CHAIN LINK FENCE AND GATE N.T.S.



NOTES:

1. ALL CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI (ASTM C39).
2. CONTRACTION JOINTS SHALL BE SPACED AT 12 FT O.C.E.W. MAX. OR AS INDICATED ON THE PLAN.
3. EXPANSION JOINTS SHALL BE SPACED AT 50 FT O.C.E.W. MAX. OR AS INDICATED ON THE PLAN AND WHERE CONCRETE PAVEMENT ABUTS ANY RIGID OBJECT.
4. INSTALL THICKENED EDGE AT ALL EDGES OF CONCRETE PAVEMENT.

CONCRETE PAVEMENT N.T.S.

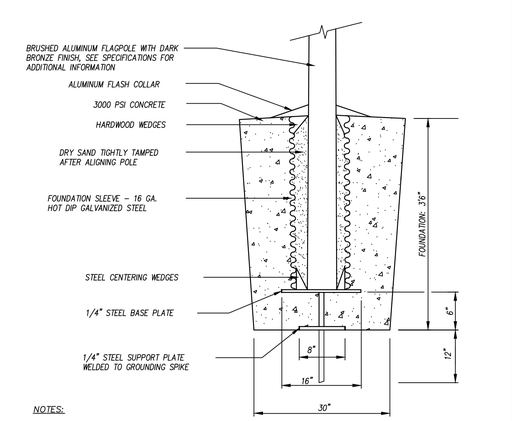


NOTES:

1. ALL FIRE LANE SIGNS AND SIGN LOCATIONS SHALL CONFIRM TO THE NORTH CAROLINA FIRE CODE APPENDIX D, SECTION D103.6.
2. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE BY 18 INCHES HIGH.
3. LETTERS SHALL BE RED.
4. SIGN BACKGROUND SHALL BE A REFELCTIVE WHITE.

REFER TO TOWN OF HOLLY SPRINGS STANDARD DETAIL HS336. SEE SHEET C-8.3

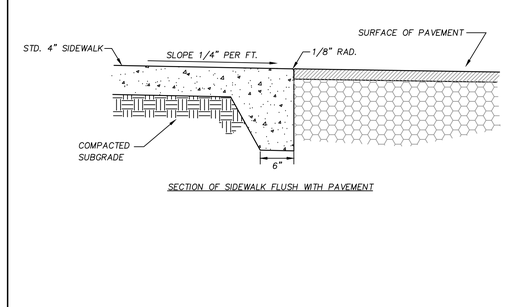
FIRE LANE SIGNAGE N.T.S.



NOTES:

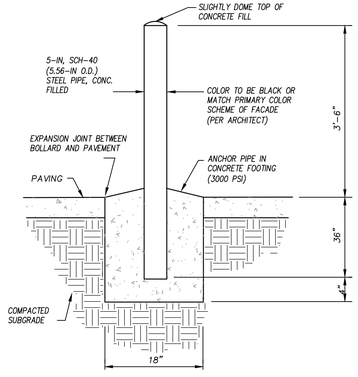
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. FLAGPOLE SHALL BE SEAMLESS, TAPERED ALUMINUM TUBING, DARK BRONZE FINISH, MANUFACTURER'S STANDARD 6" BUTT AND 3-1/2" TOP DIAMETER. PROVIDE COMPLETE WITH INTERNAL CAM CLEAT SYSTEM, INTERNAL HAYLARD, TRUCK, COLLAR AND 8" DIAMETER LED BEACON DOWNLIGHTING. INSTALL PER MANUFACTURER.

FLAG POLE BASE DETAIL N.T.S.

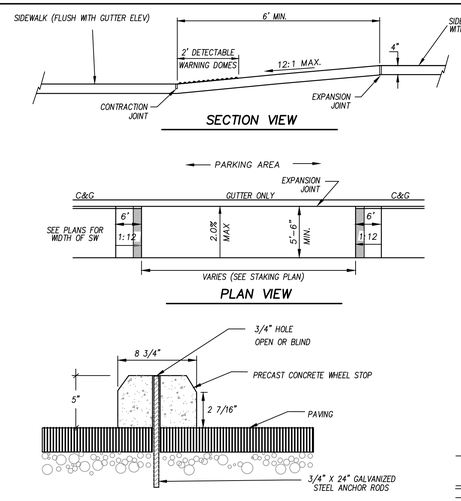


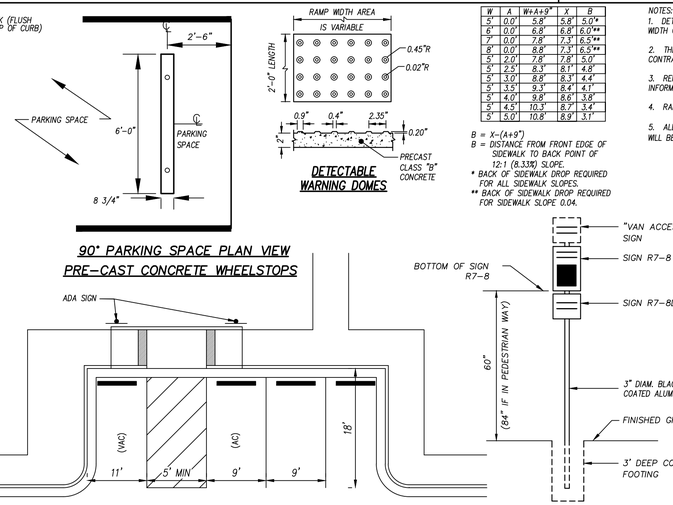
SECTION OF SIDEWALK FLUSH WITH PAVEMENT

TYPICAL CONCRETE SIDEWALK FLUSH WITH PAVEMENT N.T.S.



STEEL BOLLARD N.T.S.

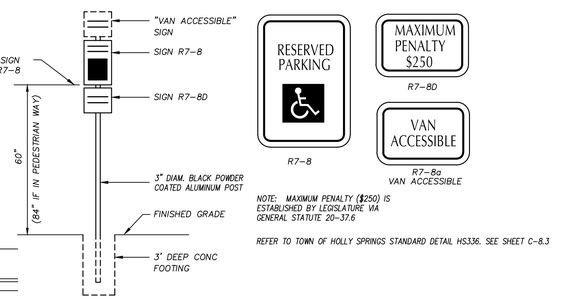




W	A	W+A+9"	X	B
5'	0.0'	5.8'	5.8'	5.0'*
6'	0.0'	6.8'	6.8'	6.0'**
7'	0.0'	7.8'	7.3'	6.5'**
8'	0.0'	8.8'	7.3'	6.5'**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

B = X-(A+9")
B = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 (8.33%) SLOPE.
* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.
** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPE 0.04.

NOTES:
1. DETECTABLE WARNING DOMES SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. THE RAMP MAY BE YELLOW IN COLOR OR ANY COLOR WITH A 70% CONTRAST RATIO.
3. REFER TO NCDOT STANDARD DETAIL 848D05 FOR ADDITIONAL INFORMATION.
4. RAMP SHALL HAVE BRUSHED SLIP RESISTANT SURFACE.
5. ALL CONCRETE SHALL BE 3,000 P.S.I. ONE 1/2" EXPANSION JOINT WILL BE REQUIRED AT 50' INTERVALS.



NOTE: MAXIMUM PENALTY ($250) IS ESTABLISHED BY LEGISLATURE MA GENERAL STATUTE 20-37.6

REFER TO TOWN OF HOLLY SPRINGS STANDARD DETAIL HS336. SEE SHEET C-8.3

ALL SIGNS SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES SPECIFICATIONS AND REQUIREMENTS

ACCESSIBLE PARKING N.T.S.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

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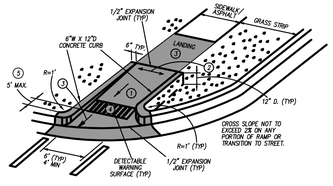
FILE: .

STAKING DETAILS

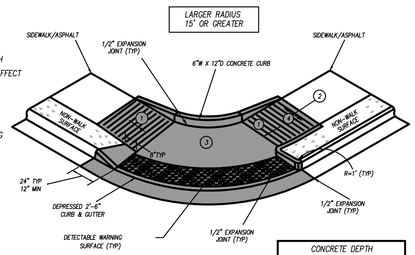
C-8.0

CURB RAMPS GENERAL NOTES

1. CURB RAMPS SHALL BE PROVIDED AT LOCATIONS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. SIDEWALK ACCESS RAMPS SHALL BE LOCATED AS INDICATED IN THE DETAIL, HOWEVER, THE LOCATION MAY BE ADJUSTED IN COORDINATION WITH THE CITY OF NEW BERN WHERE EXISTING LIGHT POLES, FIRE HYDRANTS, DROP INLETS, ETC. AFFECT PLACEMENT.
2. DOUBLE WHEELCHAIR RAMPS ARE TO BE INSTALLED AT ALL PUBLIC STREET INTERSECTIONS WHERE SIDEWALK IS REQUIRED.
3. THE WALKING SURFACE SHALL BE SLIP RESISTANT. THE COLOR FOR THE DETECTABLE WARNING AREA SHALL BE DARK GREY OR BLACK.
4. NO SLOPE ON THE SIDEWALK ACCESS RAMP SHALL EXCEED 1"/FT (12:1) IN RELATIONSHIP TO THE GRADE OF THE STREET.
5. IN NO CASE SHALL THE WIDTH OF THE SIDEWALK ACCESS RAMP BE LESS THAN 48" ALL RAMPS SHALL BE INSTALLED THE SAME WIDTH AS THE SIDEWALK.
6. USE CLASS A (3000 PSI) CONCRETE WITH A SIDEWALK FINISH IN ORDER TO OBTAIN A ROUGH NONSKID SURFACE.
7. A 1/2" EXPANSION JOINT INSTALLED FULL DEPTH WILL BE REQUIRED WHERE THE CONCRETE SIDEWALK ACCESS RAMP JOINS THE CURB AND ALSO WHERE NEW CONCRETE ABUTS EXISTING CONCRETE.
8. CURB RAMPS SHOULD BE PLACED PARALLEL TO THE DIRECTION OF TRAVEL.



TYPE 1



TYPE 2

CONCRETE DEPTH	
SIDE RAMPS	4"
LANDING & CURB RAMPS	6"

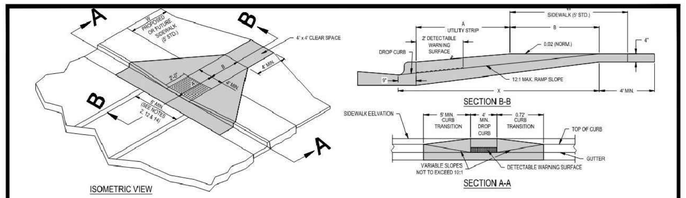
1. 8.33% (12:1) MAX RAMP SLOPE
2. CROSS SLOPE: 2.00%
3. CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
4. RAMPS AND DOMES SHALL BE INSTALLED THE SAME WIDTH AS THE SIDEWALK.
5. IF LENGTH EXCEEDS 5', TRUNCATED DOMES SHALL BE INSTALLED ALONG THE BACK OF THE CURB COVERING THE FULL WIDTH OF THE RAMP.

PAY LIMITS FOR CURB RAMP

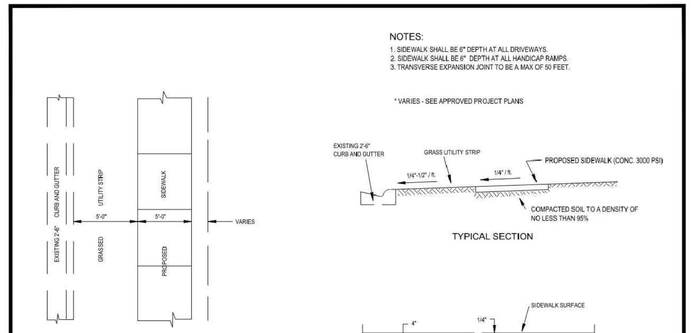
CONCRETE DEPTH	
RAMP / FLARE	6"
LANDING	4"

TYPE 3

ACCESSIBLE CURB RAMP DETAIL N.T.S.



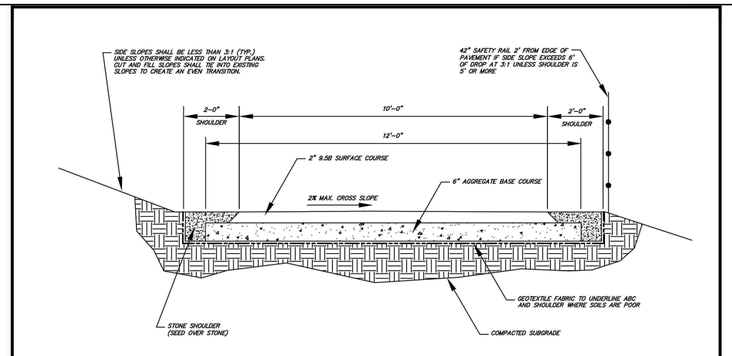
CURB RAMP - PROPOSED CURB AND GUTTER	STANDARD DETAIL NUMBER: HS384
TOWN OF HOLLY SPRINGS	DATE / REVISIONS: 12/19/23



DRAWING NOT TO SCALE

STANDARD CONCRETE SIDEWALK	STANDARD DETAIL NUMBER: HS327
TOWN OF HOLLY SPRINGS	DATE / REVISIONS: 12/19/23

TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.

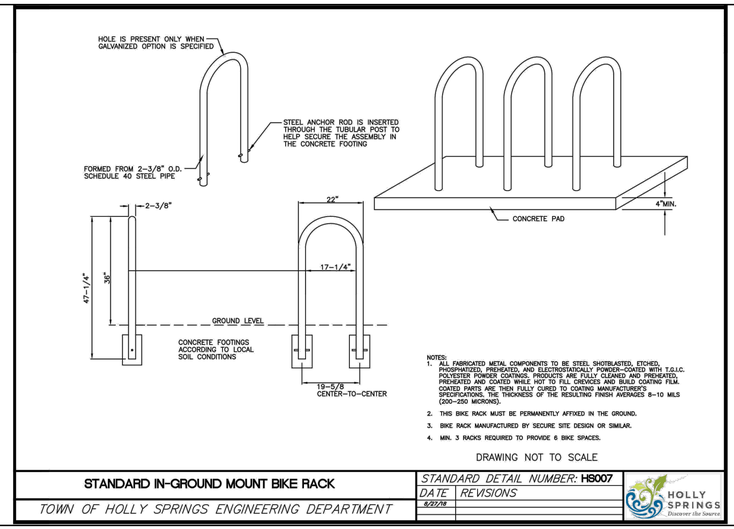


NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.
3. CONCENTRATED FLOW MUST CROSS THE GREENWAY IN AN APPROVED STORM DRAIN

DRAWING NOT TO SCALE

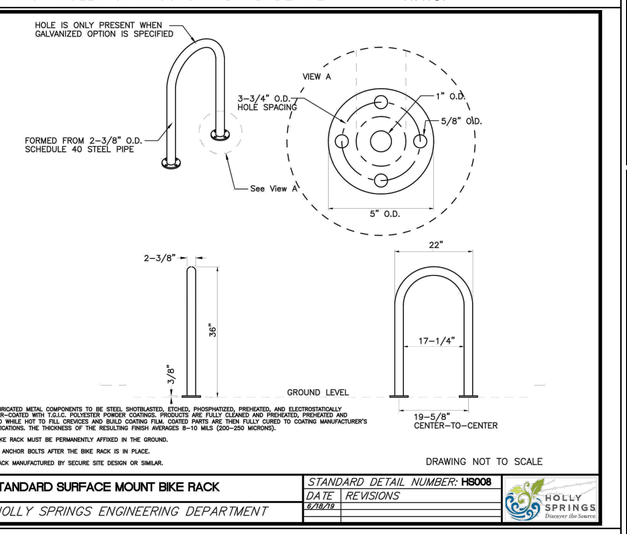
10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/20/21



NOTES:
1. ALL FABRICATED METAL COMPONENTS TO BE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PREHEATED, PHOSPHATIZED AND COATED WHILE HOT TO FILL CREVICES AND BUILD COATING FILM. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH AVERAGES 8-10 MILS (200-250 MICRONS).
2. THIS BIKE RACK MUST BE PERMANENTLY AFFIXED IN THE GROUND.
3. BIKE RACK MANUFACTURED BY SECURE SITE DESIGN OR SIMILAR.
4. MIN. 3 RACKS REQUIRED TO PROVIDE 6 BIKE SPACES.

DRAWING NOT TO SCALE

STANDARD IN-GROUND MOUNT BIKE RACK	STANDARD DETAIL NUMBER: HS007
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 6/07/16

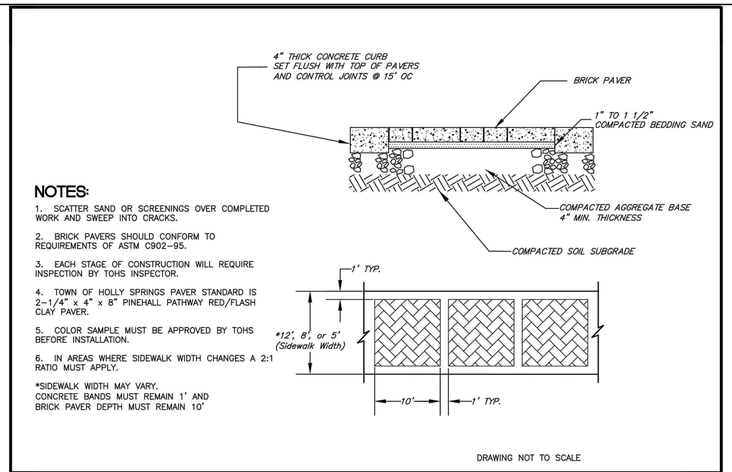


NOTES:
1. ALL FABRICATED METAL COMPONENTS TO BE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PREHEATED, PHOSPHATIZED AND COATED WHILE HOT TO FILL CREVICES AND BUILD COATING FILM. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH AVERAGES 8-10 MILS (200-250 MICRONS).
2. THIS BIKE RACK MUST BE PERMANENTLY AFFIXED IN THE GROUND.
3. LOCATE ANCHOR BOLTS AFTER THE BIKE RACK IS IN PLACE.
4. BIKE RACK MANUFACTURED BY SECURE SITE DESIGN OR SIMILAR.

DRAWING NOT TO SCALE

STANDARD SURFACE MOUNT BIKE RACK	STANDARD DETAIL NUMBER: HS008
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 8/16/19

TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.



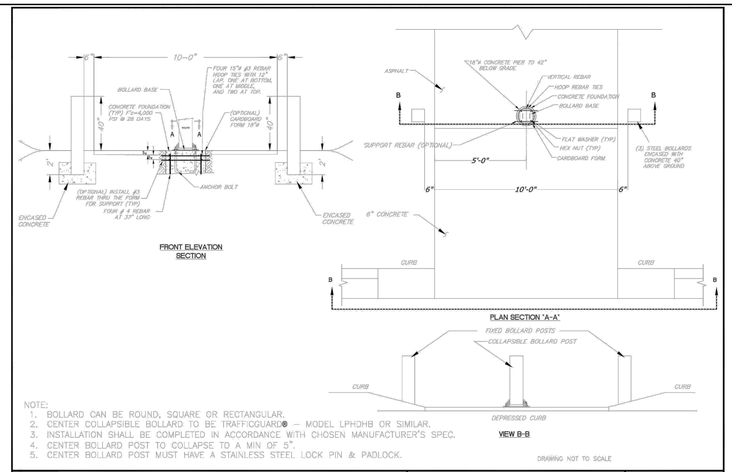
NOTES:

1. SCATTER SAND OR SCREENINGS OVER COMPLETED WORK AND SWEEP INTO CRACKS.
2. BRICK PAVERS SHOULD CONFORM TO REQUIREMENTS OF ASTM C902-95.
3. EACH STAGE OF CONSTRUCTION WILL REQUIRE INSPECTION BY TOHS INSPECTOR.
4. TOWN OF HOLLY SPRINGS PAVER STANDARD IS 2-1/4" x 4" x 8" PINEHALL PATHWAY RED/FLASH CLAY PAVER.
5. COLOR SAMPLE MUST BE APPROVED BY TOHS BEFORE INSTALLATION.
6. IN AREAS WHERE SIDEWALK WIDTH CHANGES A 2:1 RATIO MUST APPLY.

*SIDEWALK WIDTH MAY VARY. CONCRETE BANDS MUST REMAIN 1' AND BRICK PAVER DEPTH MUST REMAIN 10'

DRAWING NOT TO SCALE

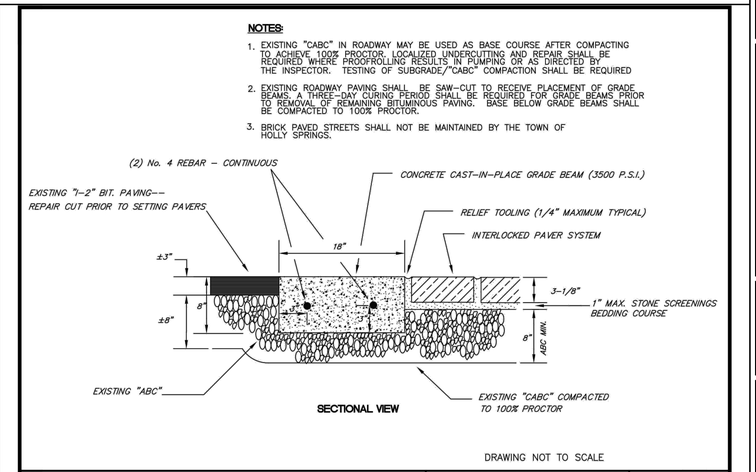
BRICK PAVER SIDEWALK 12', 8', or 5'	STANDARD DETAIL NUMBER: HS329
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/8/10



NOTE:
1. BOLLARD CAN BE ROUND, SQUARE OR RECTANGULAR.
2. CENTER COLLAPSIBLE BOLLARD TO BE TRAFFIGUARD® – MODEL LPHDHB OR SIMILAR.
3. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH CHOSEN MANUFACTURER'S SPEC.
4. CENTER BOLLARD POST TO COLLAPSE TO A MIN OF 5".
5. CENTER BOLLARD POST MUST HAVE A STAINLESS STEEL LOCK PIN & PADLOCK.

DRAWING NOT TO SCALE

COLLAPSIBLE AND FIXED BOLLARD POST	STANDARD DETAIL NUMBER: HS341
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 6/1/20



DRAWING NOT TO SCALE

INTERLOCKED CONCRETE PAVER STREET SECTION	STANDARD DETAIL NUMBER: HS328
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/8/10

TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
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TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS	NO.	DATE	DESCRIPTION
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DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING DETAILS

C-8.1

UB 24-2 Specifications
24" DeepRoot Tree Root Barriers

Specified tree root barriers are a mechanical barrier and root deflector to prevent tree roots from damaging hard-scapes and landscapes. Assembled in 2' long modules to create varying sizes of cylinders for surrounding root balls (Surround planting style) or for linear applications directly beside a hardscape adjacent to one side of the trees (Linear planting style).

A. Materials

1. The contractor shall furnish and install tree root barriers as specified. The tree root barriers shall be product # UB 24-2 as manufactured by Deep Root Partners, LP. 81 Langton St. #4 San Francisco, IA (800-458-7668), or approved equal. The barrier shall be Black, Injection Molded Panels, of 0.085" (2.16mm) wall thickness in modules 24" (61cm) long by 24" (61 cm) deep; manufactured with a minimum 50% post consumer recycled polypropylene plastic with added ultraviolet inhibitors; recyclable. Each panel shall have:

Not less than 4 Molded Integral Vertical Root Deflecting Ribs of at least 0.085" (2.16mm) thickness protruding 1/2" (12.7mm) at 90° from interior of the barrier panel, spaced 6" (15.24cm) apart. (See panel drawing below)

A Double Top Edge consisting of two parallel, integral, horizontal ribs at the top of the panel of a minimum 0.085" (2.16mm) thickness, 3/8" (9.53mm) wide and 1/4" (6.35mm) apart with the lower rib attached to the vertical root deflecting ribs.(See detail "A")

A minimum of 9 Anti-Lift Ground Lock Tabs consisting of integral horizontal ridges of a minimum 0.085" (2.16mm) thickness in the shape of a segment of a circle, the 2" (50.8mm) chord of the segment joining the panel wall and the segment, protruding 3/8" (9.53mm) from the panel. The nine ground locks on each panel shall be about equally spaced between each of the vertical root deflecting ribs (3 between each set of ribs, see Detail "B").

An Integrated Zipper Joining System providing for instant assembly by sliding one panel into another. (See Detail "C")

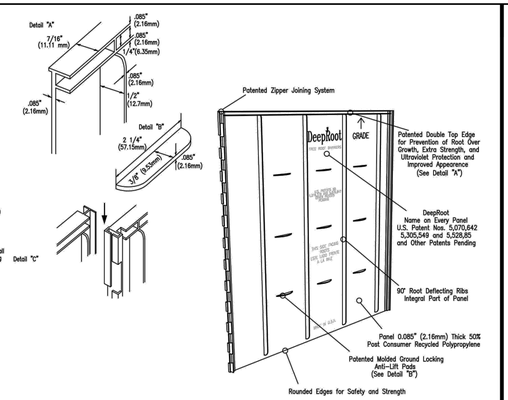
2.The basic properties of the material shall be:

Test	ASTM Test Method	Typical Value Copolymer Polypropylene
Tensile strength @ yield – Wall	D638	2,334 PSI
Tensile strength @ yield – Hinge	D638	2,848 PSI
Yield Elongation – Wall	D638	7.44%
Yield Elongation – Hinge	D638	7.01%
Flexural Modulus	D790B	119,625 PSI
Notched Izod Impact – Wall	D256A	3.84 (ft-lbs)
Rockwell Hardness r. scale – Wall	D785A	84.4

B. Construction and Installation

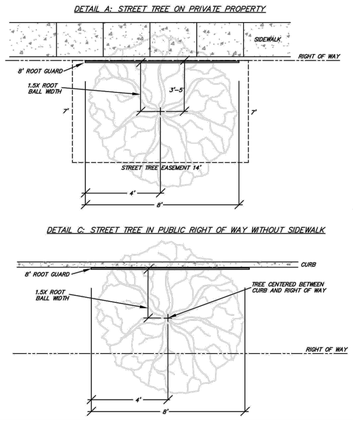
1. The contractor shall install the tree root barriers with the number of panels and in the manner shown on the Drawings. The vertical root deflecting ribs shall be facing inwards to the root ball and the double top edge shall be 1/2" (12.7mm) above grade. Each of the required number of panels shall be connected to form a circle around the root ball or joined in a linear fashion and placed along the adjacent hardscape.

2. Excavation and soil preparation shall conform to the Drawings



DRAWING NOT TO SCALE

STANDARD ROOT GUARD	STANDARD DETAIL NUMBER: HS817
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS



NOTE: PLACE ROOT GUARD AT EDGE OF CURB OR SIDEWALK.

DRAWING NOT TO SCALE

STANDARD ROOT GUARD INSTALLATION	STANDARD DETAIL NUMBER: HS816
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 7/27/18

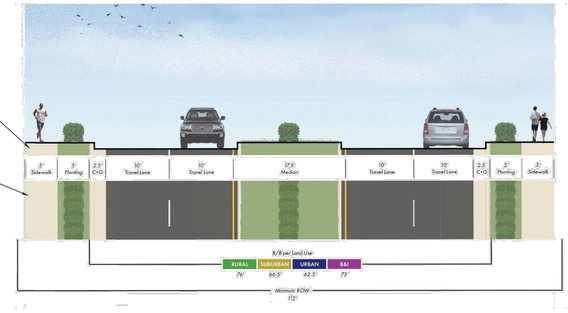
CASS HOLT ROAD / HONEYCUTT ROAD PROPOSED SECTION

T-4A
Thoroughfare | 4 Lanes

T-4A Minimum

PARKS AND RECREATION DICTATE A 10' MULTI-USE PATH ALONG NORTH SIDE OF HONEYCUTT ROAD (ADDING 5' TO SECTION)

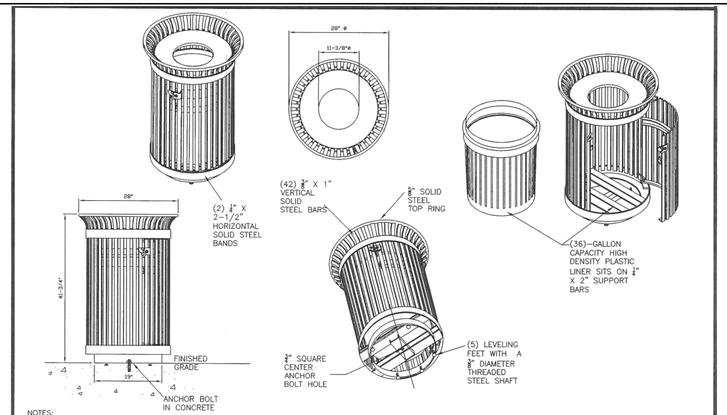
PARKS AND RECREATION DICTATE A 10' MULTI-USE PATH ALONG WEST SIDE OF CASS HOLT ROAD (ADDING 5' TO SECTION)



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.*

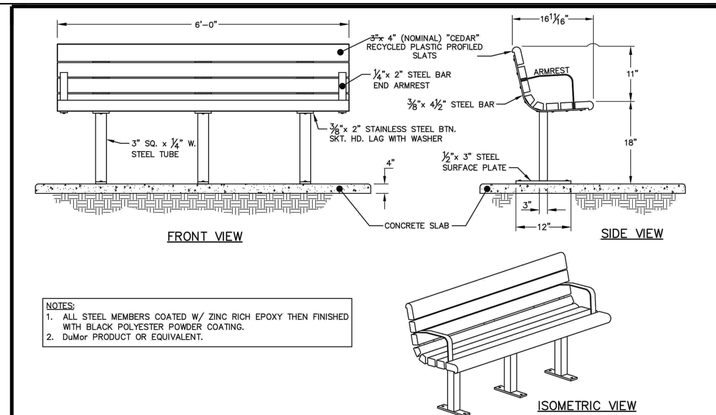
TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.



NOTES:
1. ALL STEEL COMPONENTS TO BE POWDER-COATED TO PREVENT RUST.
2. TRASH ENCLOSURE TO BE PERMANENTLY AFFIXED TO THE GROUND WITH ANCHOR BOLTS
3. VICTOR STANLEY SD-42 IRONSITES SERIES 36 GALLON SIDE-DOOR-OPENING LITTER RECEPTACLE OR SIMILAR WITH DOME LID.
4. TRASH CANS SHALL BE STANDARD BLACK AND RECYCLING CANS SHALL BE STANDARD BLUE WITH RECYCLE BAND DECAL.

DRAWING NOT TO SCALE

METAL TRASH AND RECYCLING CANS	STANDARD DETAIL NUMBER: HS010
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 10/14/20 / REVISIONS



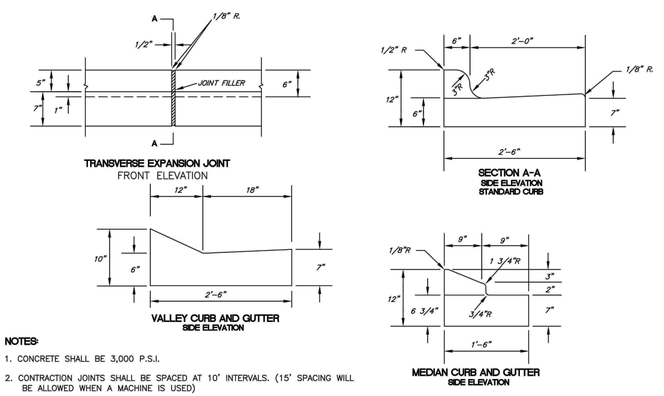
NOTES:
1. ALL STEEL MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED WITH BLACK POLYESTER POWDER COATING.
2. DuMor PRODUCT OR EQUIVALENT.

STANDARD BENCH

DRAWING NOT TO SCALE

GREENWAY BENCH	STANDARD DETAIL NUMBER: HS013
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 10/18/22 / REVISIONS

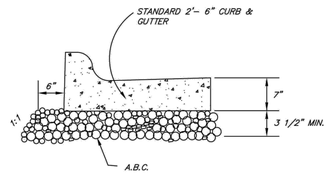
TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.



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

DRAWING NOT TO SCALE

STANDARD CONCRETE CURB AND GUTTER	STANDARD DETAIL NUMBER: HS321
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/18/10

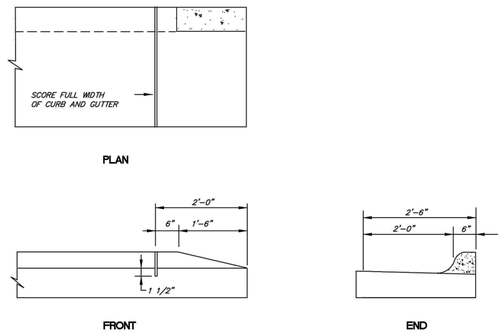


NOTES:
1. STONE IS REQUIRED UNDER ALL TYPES OF CURB AND GUTTER ON STREETS
2. STONE IS NOT REQUIRED ON PARKING LOTS

DRAWING NOT TO SCALE

A.B.C. UNDER CURB AND GUTTER	STANDARD DETAIL NUMBER: HS322
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/18/10

TOWN OF HOLLY SPRINGS CTP ROAD CROSS SECTION DETAIL N.T.S.



DRAWING NOT TO SCALE

STANDARD METHOD OF ENDING CURB AND GUTTER	STANDARD DETAIL NUMBER: HS323
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS: 2/18/10

TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

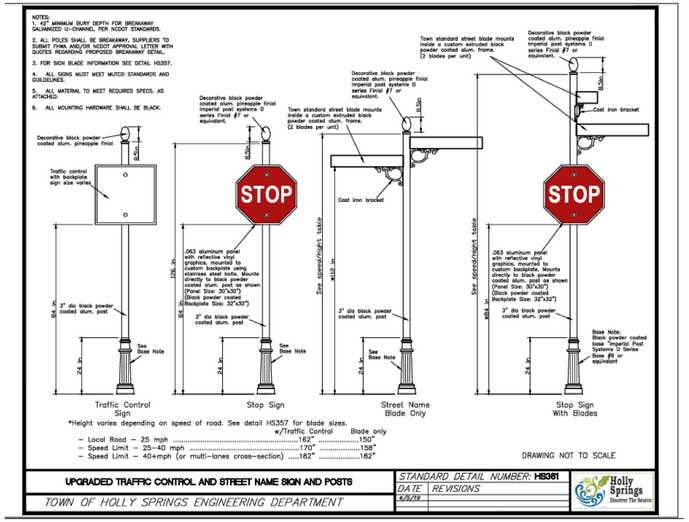
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS	NO.	DATE	DESCRIPTION
	.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING DETAILS

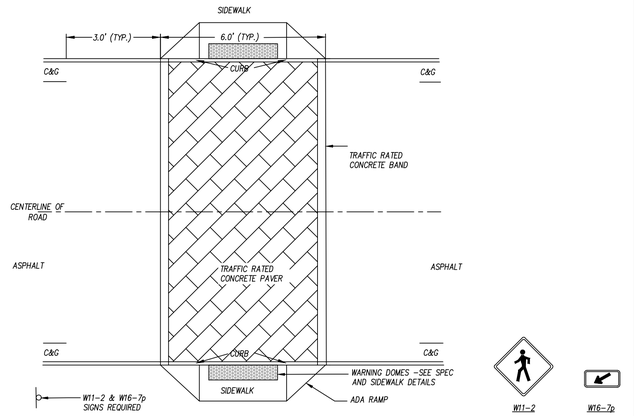
C-8.2



TOWN OF HOLLY SPRINGS STANDARD DETAIL N.T.S.

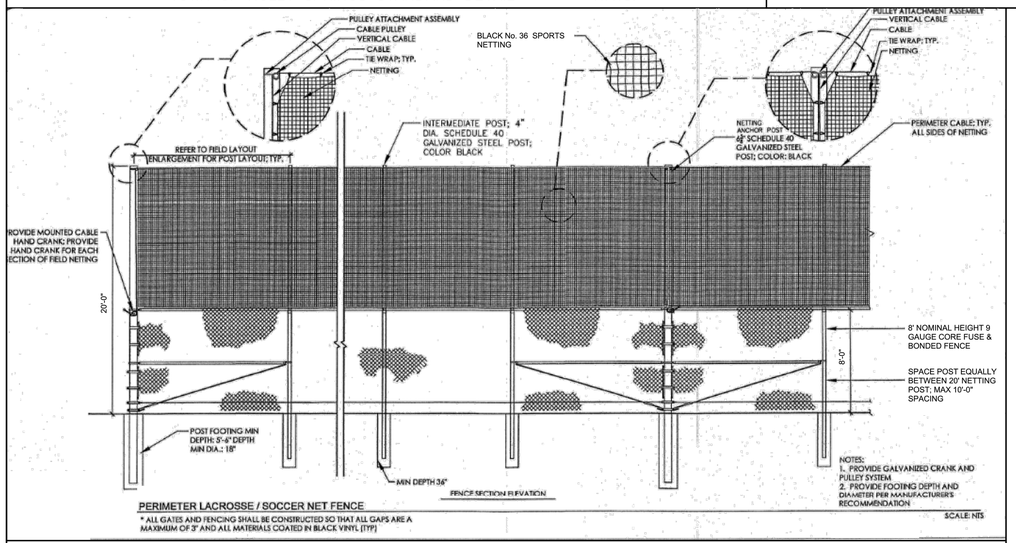
CONCRETE NOTES:

1. ALL CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI (ASTM C39).
2. CONTRACTION JOINTS SHALL BE SPACED AT 15 FT O.C.E.W. MAX. OR AS INDICATED ON THE PLAN.
3. EXPANSION JOINTS SHALL BE SPACED AT 50 FT O.C.E.W. MAX. OR AS INDICATED ON THE PLAN AND WHERE CONCRETE PAVEMENT ABUTS ANY RIGID OBJECT.



PLAN VIEW

PEDESTRIAN CROSSWALK DETAIL N.T.S.



CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

PRELIMINARY PLANS
FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

TOWN OF HOLLY SPRINGS, NC
TOHS PROJECT NO. 23-013

CASS HOLT ROAD PARK

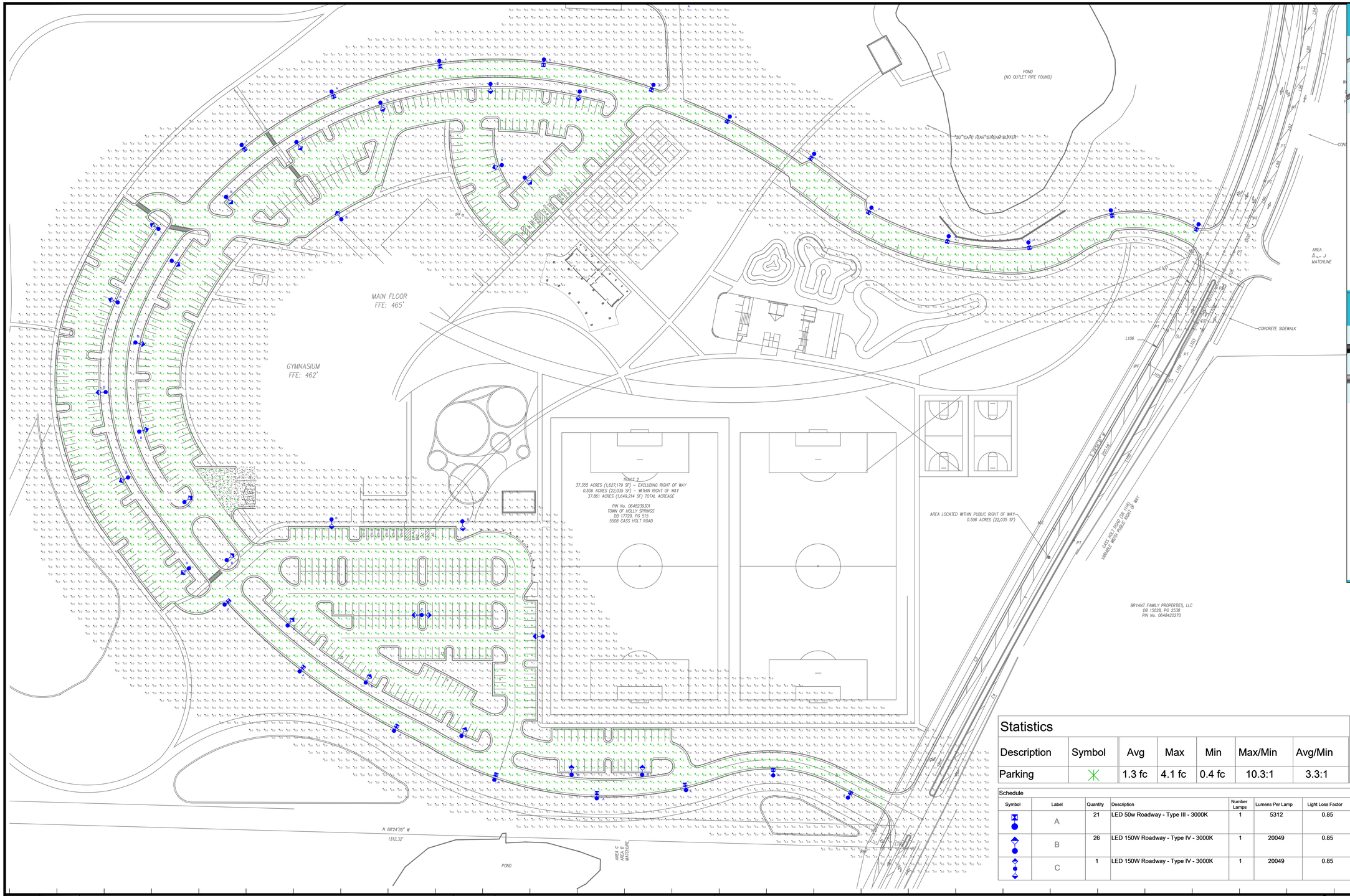
5508 & 5420 CASS HOLT ROAD,
HOLLY SPRINGS, NC 27540

REVISIONS		
NO.	DATE	DESCRIPTION
.	.	.

DESIGNED BY: ZP,RW
DRAWN BY: RW,AH
DATE: 08-MARCH-24
CLH PROJECT NO: 22-196
FILE: .

STAKING DETAILS

C-8.3


MAIN FLOOR
FFE: 465'
GYMNASIUM
FFE: 462'
POND
(NO OUTLET PIPE FOUND)
30' CAPE FEAR STREAM BUFFER
CONCRETE SIDEWALK
AREA
A
MATCHLINE
TRACT 2
37.355 ACRES (1,627,179 SF) – EXCLUDING RIGHT OF WAY
0.506 ACRES (22,035 SF) – WITHIN RIGHT OF WAY
37.861 ACRES (1,649,214 SF) TOTAL ACREAGE
PIN No. 0648239301
TOWN OF HOLLY SPRINGS
DB 17729, PG 515
5508 CASS HOLT ROAD
AREA LOCATED WITHIN PUBLIC RIGHT OF WAY–
0.506 ACRES (22,035 SF)
CASS HOLT ROAD (SR 1116)
VARIABLE WIDTH PUBLIC RIGHT OF WAY
BRYANT FAMILY PROPERTIES, LLC
DB 15028, PG 2538
PIN No. 0648420270
N 88°24'35" W
1312.32'
POND
AREA A
AREA B
MATCHLINE
L106
L104
L103
L102
L101
L105
L107
L108
L109
L110
L111
L112
L113
L114
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L146

Cass Holt Road Park

Holly Springs,NC

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
BA1-BA2	50'	50'	2	TLC-LED-1200	2.34 kW	E
P1, P3	50'	50'	2	TLC-LED-550	1.08 kW	C
P2	50'	50'	4	TLC-LED-550	2.16 kW	C
P4-P5	40'	40'	2	TLC-LED-550	1.08 kW	D
P6	50'	50'	2	TLC-LED-550	1.08 kW	F
		50'	1	TLC-LED-900	0.89 kW	F
P7	50'	50'	1	TLC-LED-1200	1.17 kW	F
		50'	2	TLC-LED-900	1.78 kW	F
P8	50'	50'	4	TLC-LED-900	3.55 kW	F
P9	50'	50'	3	TLC-LED-900	2.65 kW	F
P10-P11	50'	50'	2	TLC-LED-1200	2.34 kW	F
S1-S2	70'	70'	3	TLC-LED-1200	3.51 kW	A
		70'	2	TLC-LED-1500	2.82 kW	A
S3	90'	90'	5	TLC-LED-1500	7.05 kW	A
		90'	5	TLC-LED-1500	7.05 kW	B
S4	90'	90'	5	TLC-LED-1500	7.05 kW	B
		90'	5	TLC-LED-1500	7.05 kW	A
S5-S6	70'	70'	3	TLC-LED-1200	3.51 kW	B
		70'	2	TLC-LED-1500	2.82 kW	B
19			***73***		***80.48 kW***	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Soccer 1	26.76 kW	20
B	Soccer 2	26.76 kW	20
C	Pickleball	4.32 kW	8
D	Volleyball	2.16 kW	4
E	Basketball	4.68 kW	4
F	All Wheels Park	15.8 kW	17

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	21
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	3
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	28
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	14
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	7

Single Luminaire Amperage Draw Chart

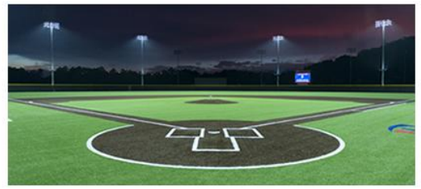
Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
All Wheels Park	Horizontal Illuminance	33.2	22	49	2.23	1.51	F	17
Basketball	Horizontal Illuminance	30.2	20	37	1.87	1.51	E	4
Pickleball	Horizontal Illuminance	32.9	27	41	1.52	1.22	C	8
Soccer - ALL	Horizontal	34.3	28	42	1.51	1.23	A,B	40
Soccer 1	Horizontal Illuminance	33	28	38	1.36	1.18	A	20
Soccer 2	Horizontal Illuminance	32.6	28	38	1.37	1.16	B	20
Volleyball	Horizontal Illuminance	33.2	28	36	1.32	1.18	D	4
Zero Grid	Horizontal	8.26	0	45	0.00		A,B,C,D,E, F	73

From Hometown to Professional



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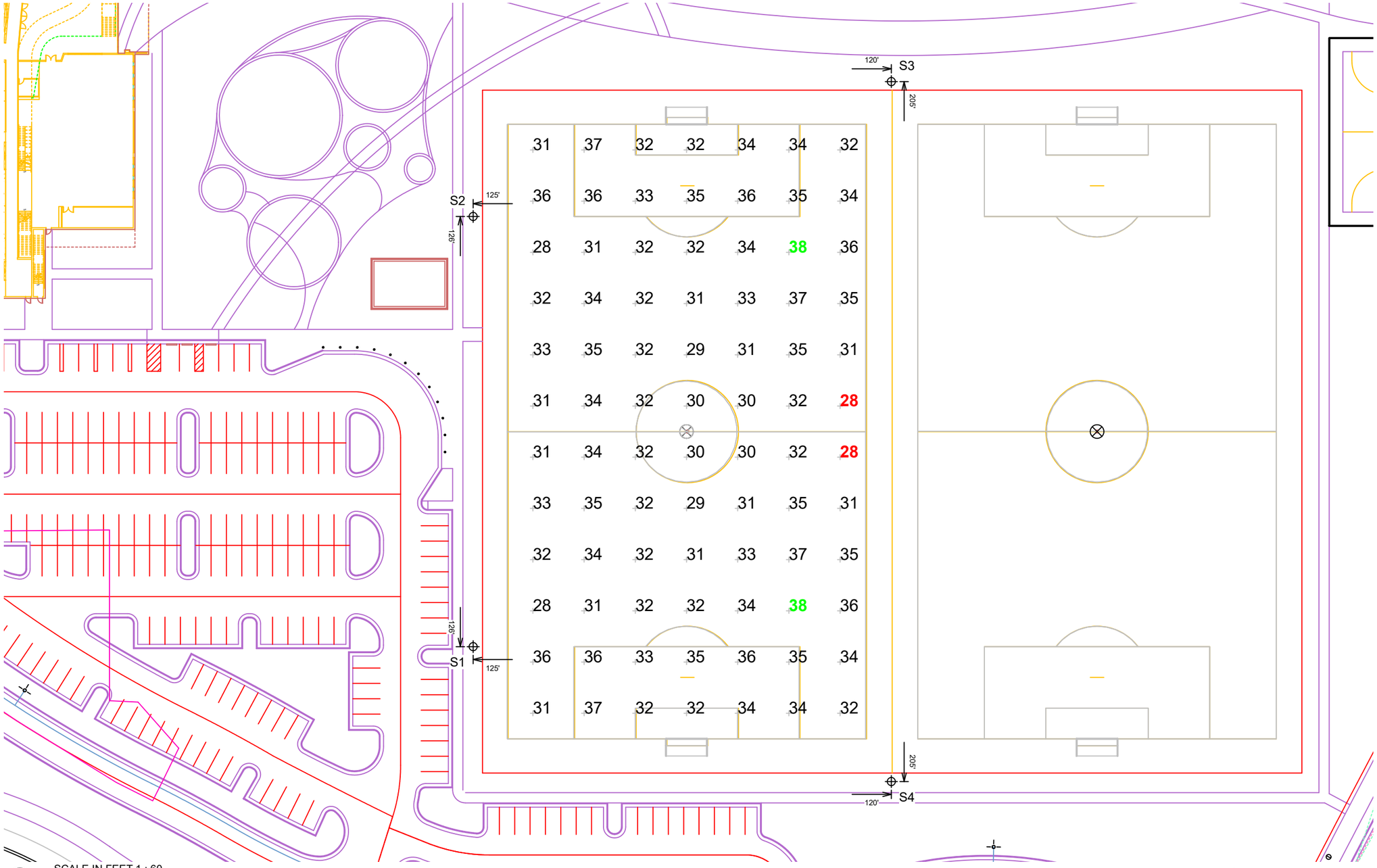
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	S1-S2	70'	-	70'	TLC-LED-1500	2	2	0
				70'	TLC-LED-1200	3	3	0
1	S3	90'	-	90'	TLC-LED-1500	10	5	5
1	S4	90'	-	90'	TLC-LED-1500	10	5	5
4	TOTALS					30	20	10



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Soccer 1**
Size:	360' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.97
Maximum:	38
Minimum:	28
Avg / Min:	1.18
Guaranteed Max / Min:	**2.5**
Max / Min:	1.36
UG (adjacent pts):	1.25
CU:	0.72
No. of Points:	84

LUMINAIRE INFORMATION

Applied Circuits:	A
No. of Luminaires:	**20**
Total Load:	26.76 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN By: Logan Schlee · File #217376C · 01-Nov-23

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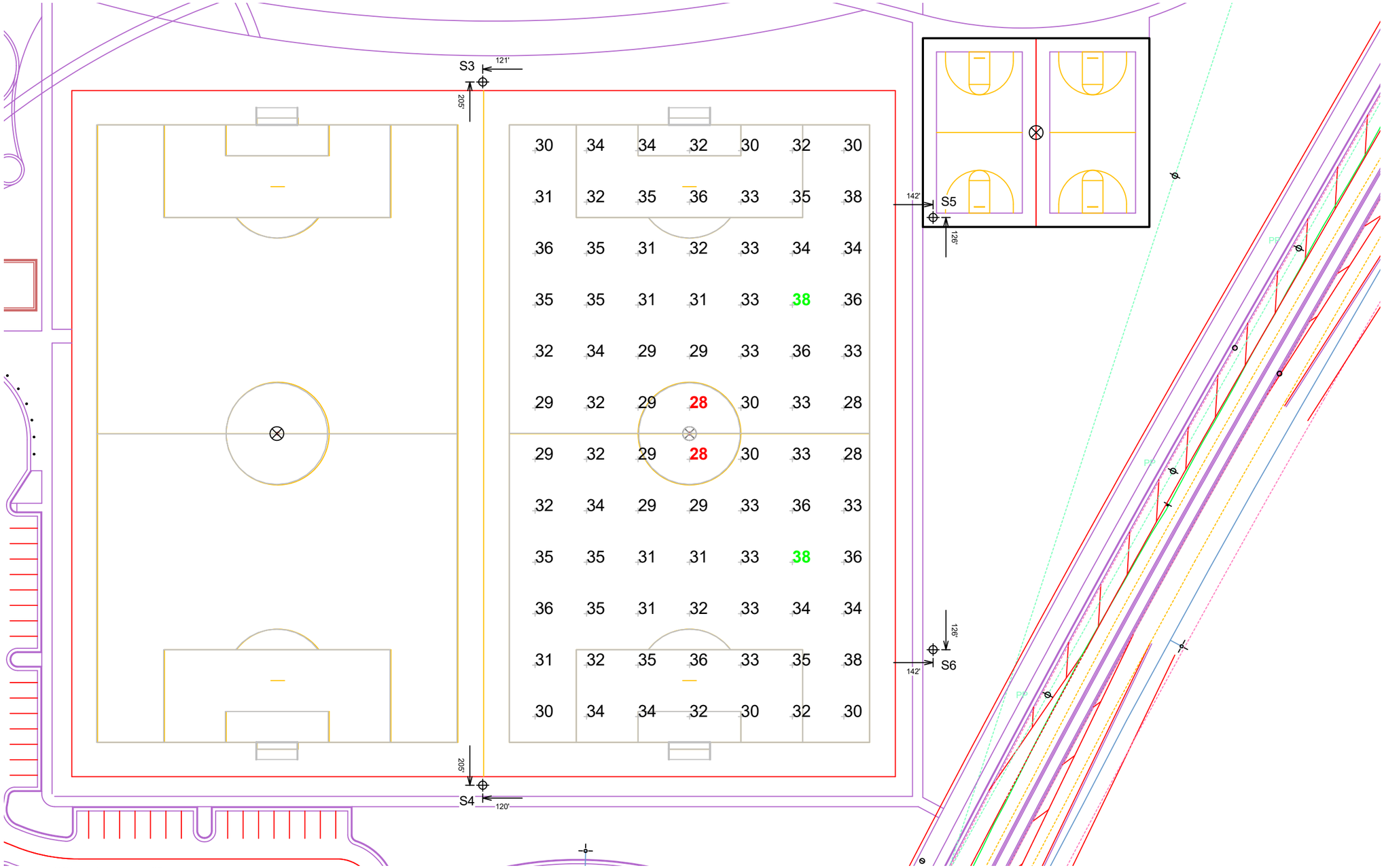
Cass Holt Road Park

Holly Springs,NC

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S3	90'	-	90'	TLC-LED-1500	10	5	5
1	S4	90'	-	90'	TLC-LED-1500	10	5	5
2	S5-S6	70'	-	70'	TLC-LED-1500	2	2	0
				70'	TLC-LED-1200	3	3	0
4	TOTALS					30	20	10



GRID SUMMARY

Name:	**Soccer 2**
Size:	360' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.59
Maximum:	38
Minimum:	28
Avg / Min:	1.18
Guaranteed Max / Min:	**2.5**
Max / Min:	1.37
UG (adjacent pts):	1.27
CU:	0.71
No. of Points:	84

LUMINAIRE INFORMATION

Applied Circuits:	B
No. of Luminaires:	**20**
Total Load:	26.76 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Logan Schlee · File #217376C · 01-Nov-23

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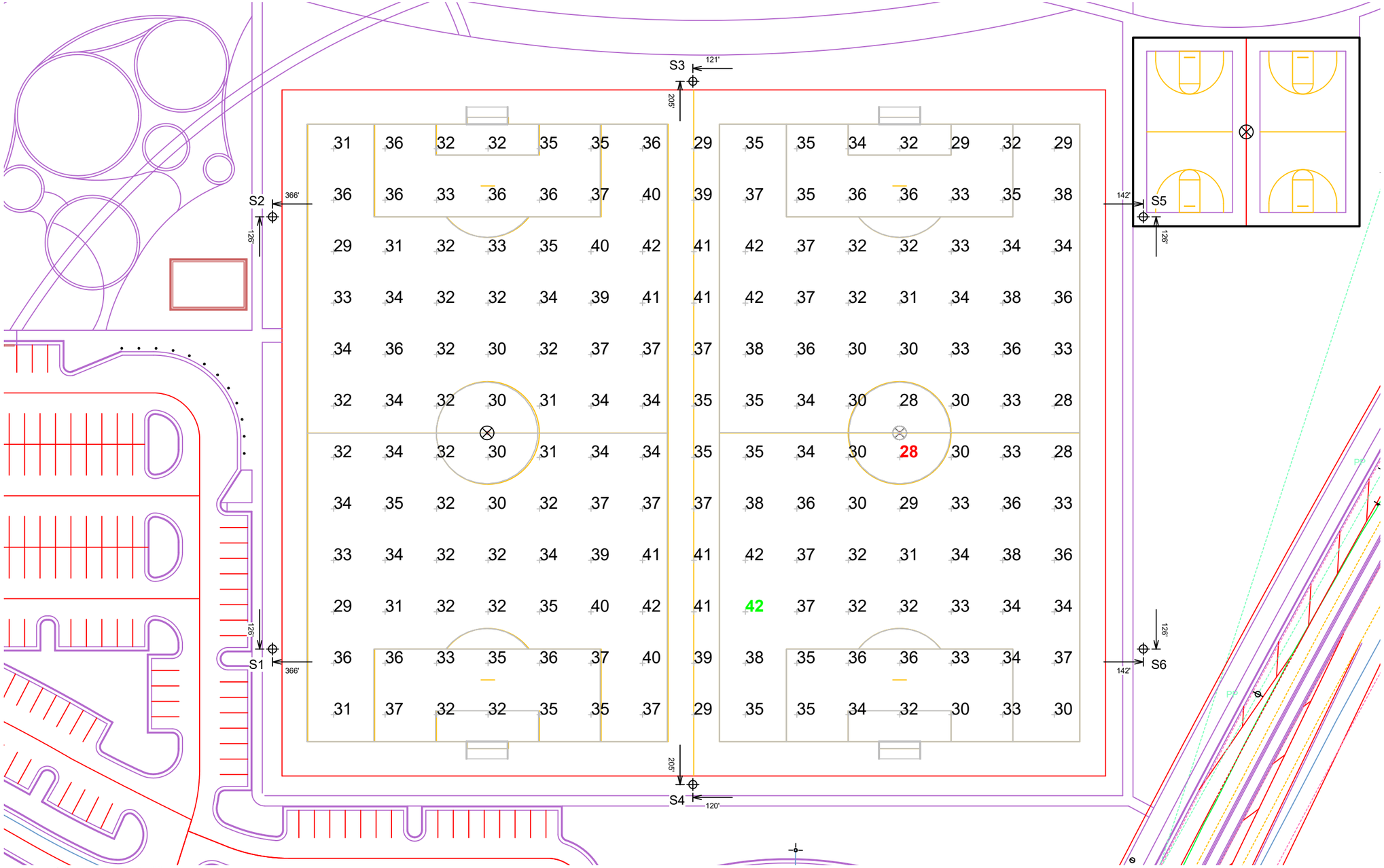
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S2	70'	-	70'	TLC-LED-1200	3	3	0
	S5-S6			70'	TLC-LED-1500	2	2	0
1	S3	90'	-	90'	TLC-LED-1500	10	10	0
1	S4	90'	-	90'	TLC-LED-1500	10	10	0
6	TOTALS					40	40	0



Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Soccer - ALL**
Size:	360' x 210'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	**34.31**
Maximum:	42
Minimum:	28
Avg / Min:	1.22
Max / Min:	**1.51**
UG (adjacent pts):	1.36
CU:	0.80
No. of Points:	180

LUMINAIRE INFORMATION

Applied Circuits:	A, B
No. of Luminaires:	**40**
Total Load:	53.52 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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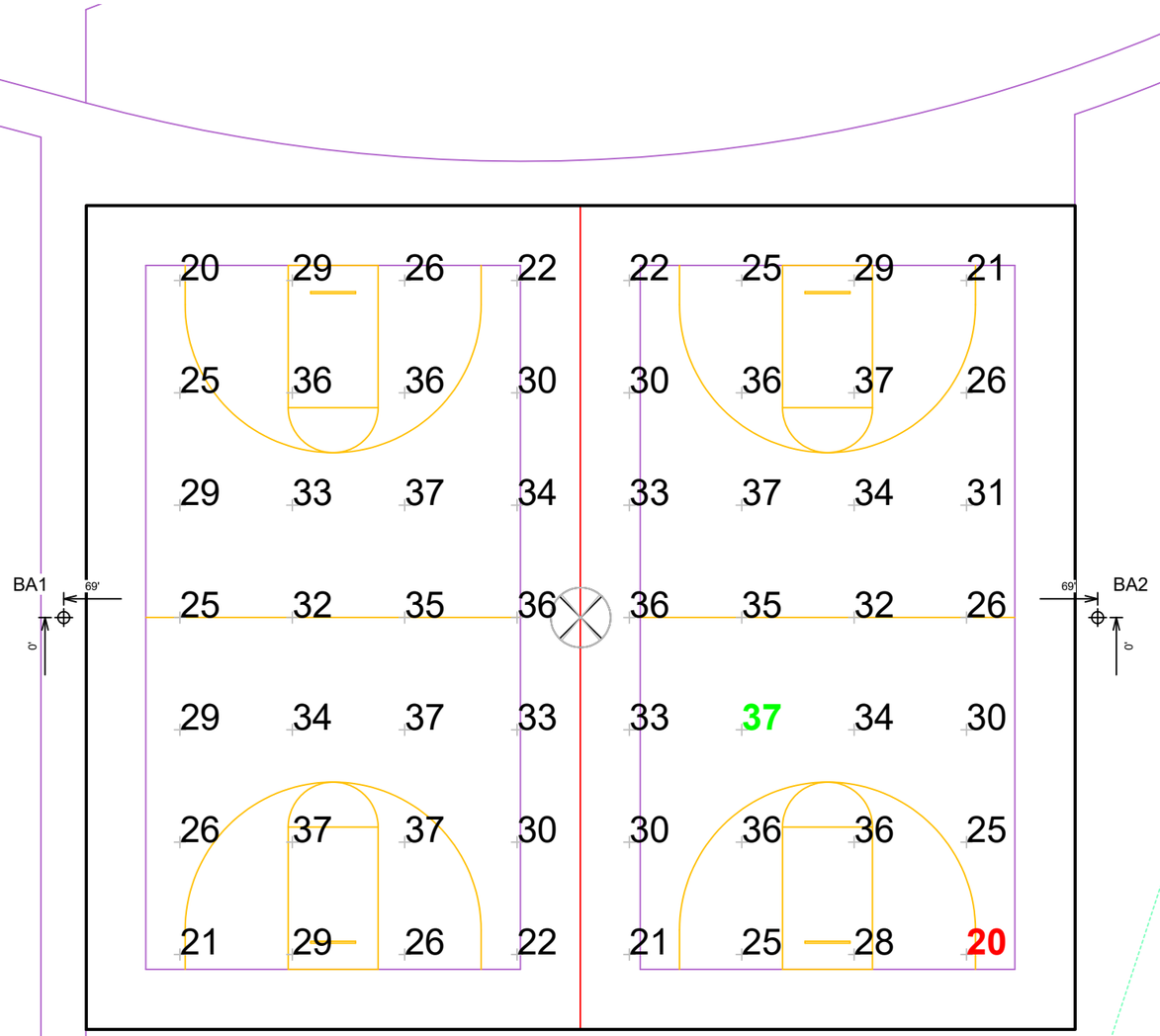
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	BA1, BA2	50'	-	50'	TLC-LED-1200	2	2	0
2	TOTALS					4	4	0



Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Basketball**
Size:	132' x 110'
Spacing:	15.0' x 15.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**25**
Scan Average:	30.20
Maximum:	37
Minimum:	20
Avg / Min:	1.51
Guaranteed Max / Min:	**3**
Max / Min:	1.87
UG (adjacent pts):	1.43
CU:	0.66
No. of Points:	56

LUMINAIRE INFORMATION

Applied Circuits:	E
No. of Luminaires:	**4**
Total Load:	4.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 20

0' 20' 40'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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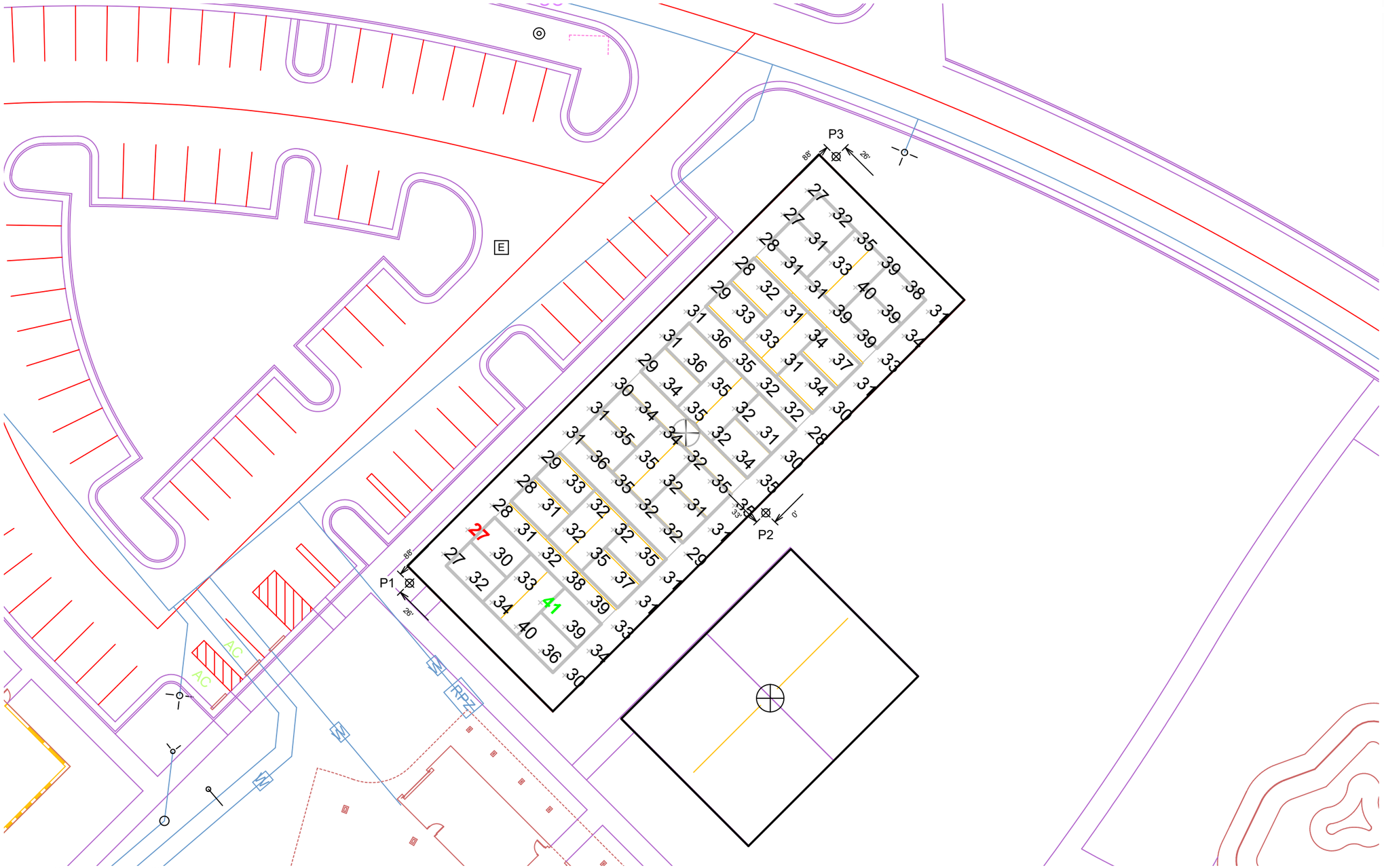
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	P1, P3	50'	-	50'	TLC-LED-550	2	2	0
1	P2	50'	-	50'	TLC-LED-550	4	4	0
3	TOTALS					8	8	0



SCALE IN FEET 1 : 30

0' 30' 60'

Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Pickleball**
Size:	170' x 60'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.85
Maximum:	41
Minimum:	27
Avg / Min:	1.22
Guaranteed Max / Min:	**2.5**
Max / Min:	1.52
UG (adjacent pts):	1.25
CU:	0.58
No. of Points:	96

LUMINAIRE INFORMATION

Applied Circuits:	C
No. of Luminaires:	**8**
Total Load:	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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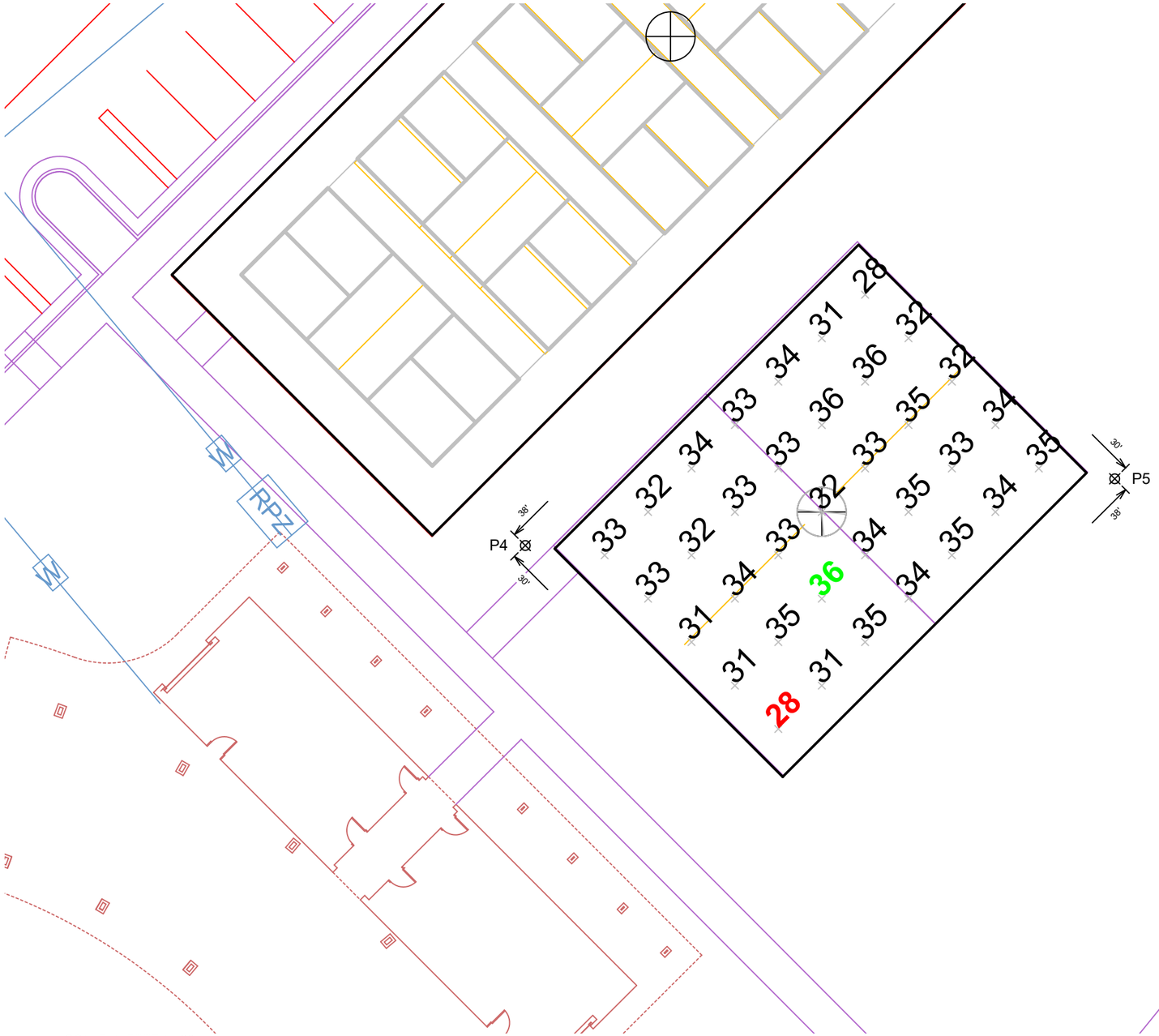
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	P4-P5	40'	-	40'	TLC-LED-550	2	2	0
2	TOTALS					4	4	0



SCALE IN FEET 1 : 20

0' 20' 40'

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Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Volleyball**
Size:	70' x 53'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**25**
Scan Average:	33.17
Maximum:	36
Minimum:	28
Avg / Min:	1.21
Guaranteed Max / Min:	**3**
Max / Min:	1.32
UG (adjacent pts):	1.18
CU:	0.43
No. of Points:	35

LUMINAIRE INFORMATION

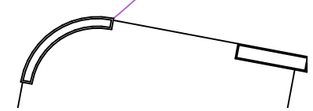
Applied Circuits:	D
No. of Luminaires:	**4**
Total Load:	2.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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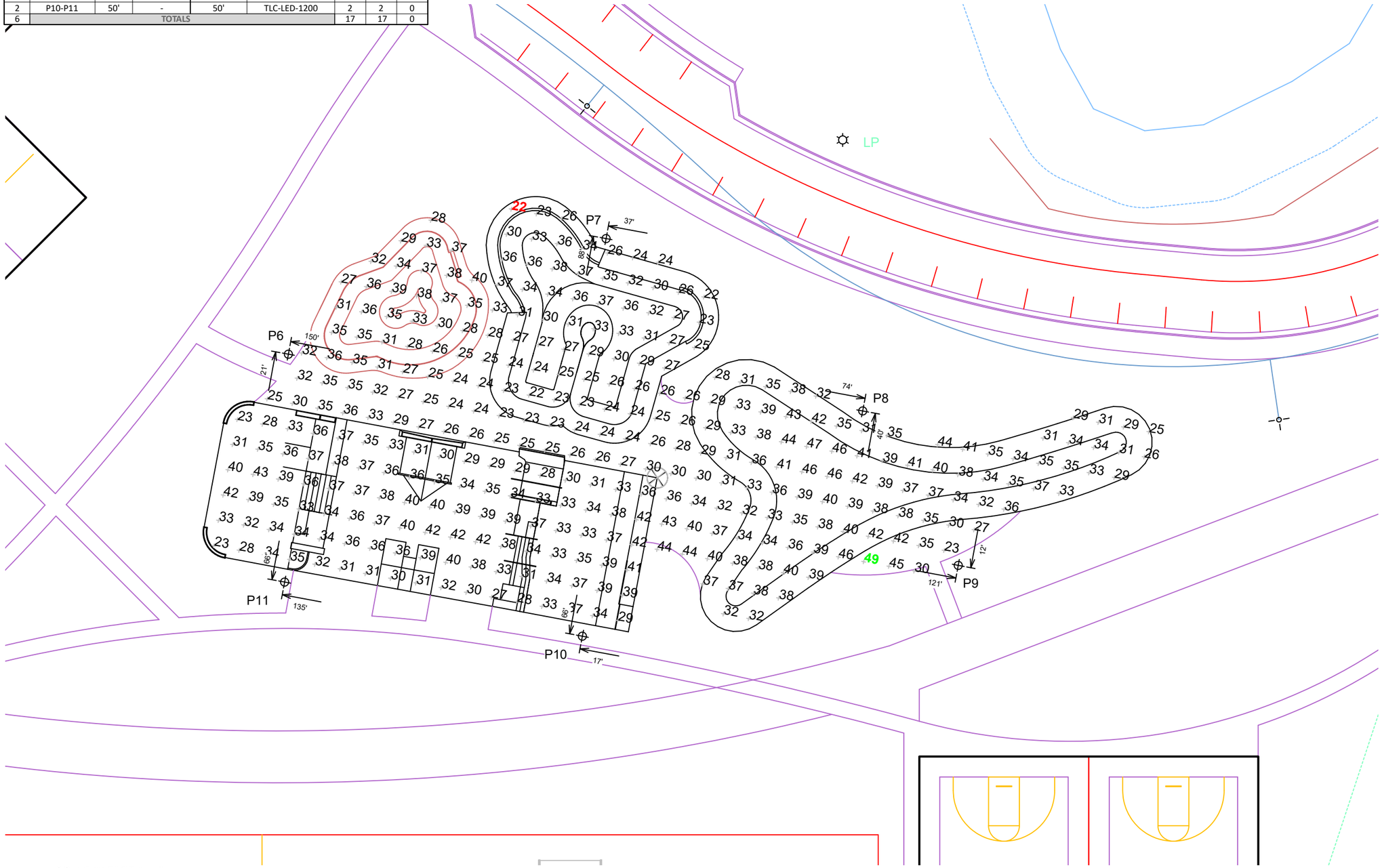
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	P6	50'	-	50'	TLC-LED-900	1	1	0
				50'	TLC-LED-550	2	2	0
1	P7	50'	-	50'	TLC-LED-1200	1	1	0
				50'	TLC-LED-900	2	2	0
1	P8	50'	-	50'	TLC-LED-900	4	4	0
1	P9	50'	-	50'	TLC-LED-900	3	3	0
2	P10-P11	50'	-	50'	TLC-LED-1200	2	2	0
6	TOTALS					17	17	0



SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**All Wheels Park**
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	33.16
Maximum:	49
Minimum:	22
Avg / Min:	1.51
Guaranteed Max / Min:	**3**
Max / Min:	2.23
UG (adjacent pts):	1.49
CU:	0.64
No. of Points:	338

LUMINAIRE INFORMATION

Applied Circuits:	F
No. of Luminaires:	**17**
Total Load:	15.8 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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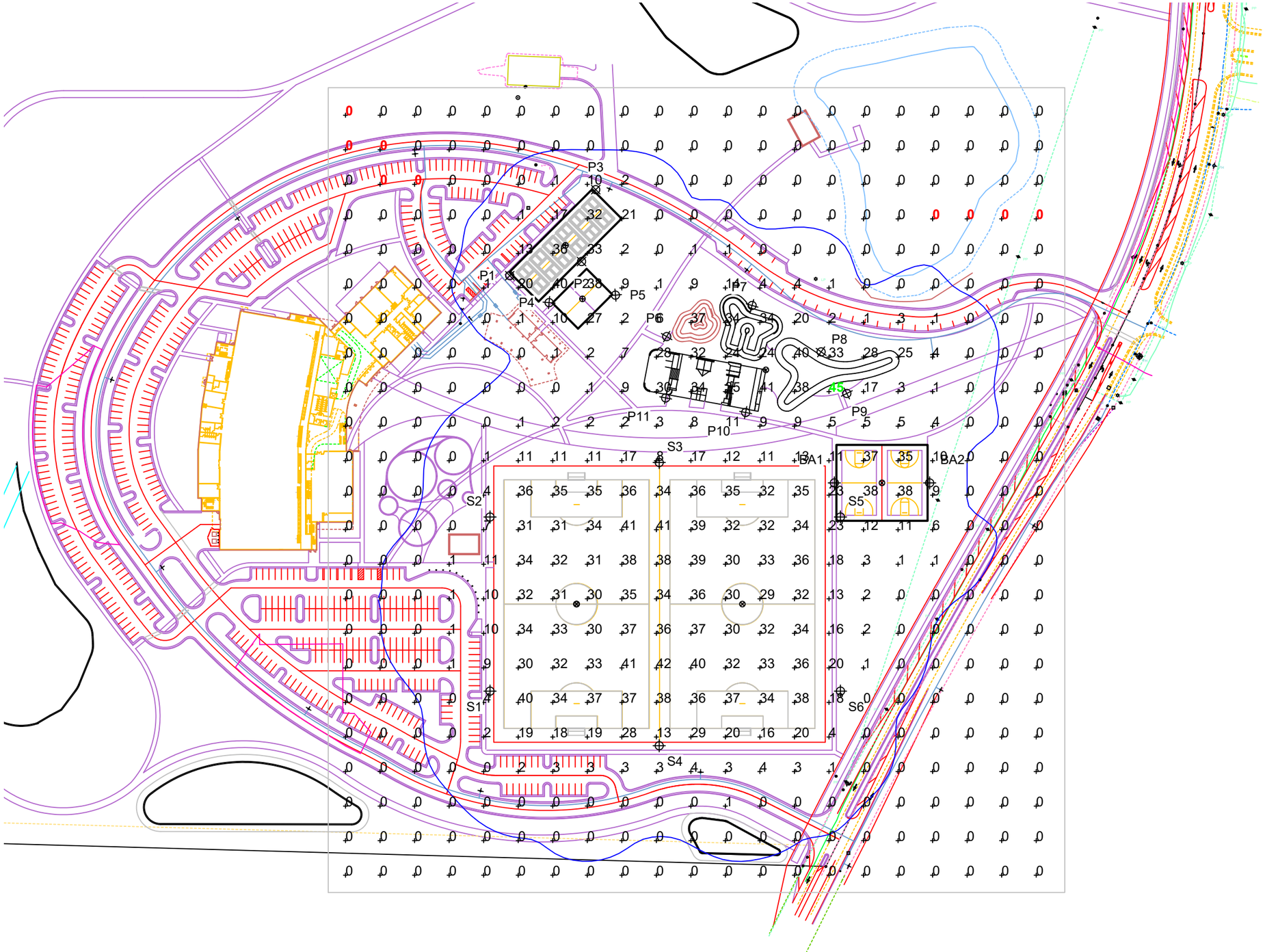

Cass Holt Road Park

Holly Springs,NC

GRID SUMMARY

Name:	**Zero Grid**
Spacing:	50.0' x 50.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	**8.26**
Maximum:	45
Minimum:	0
Avg / Min:	-
Max / Min:	**-**
UG (adjacent pts):	3923.89
CU:	0.99
No. of Points:	483

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D, E, F
No. of Luminaires:	**73**
Total Load:	80.48 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 150

0' 150' 300'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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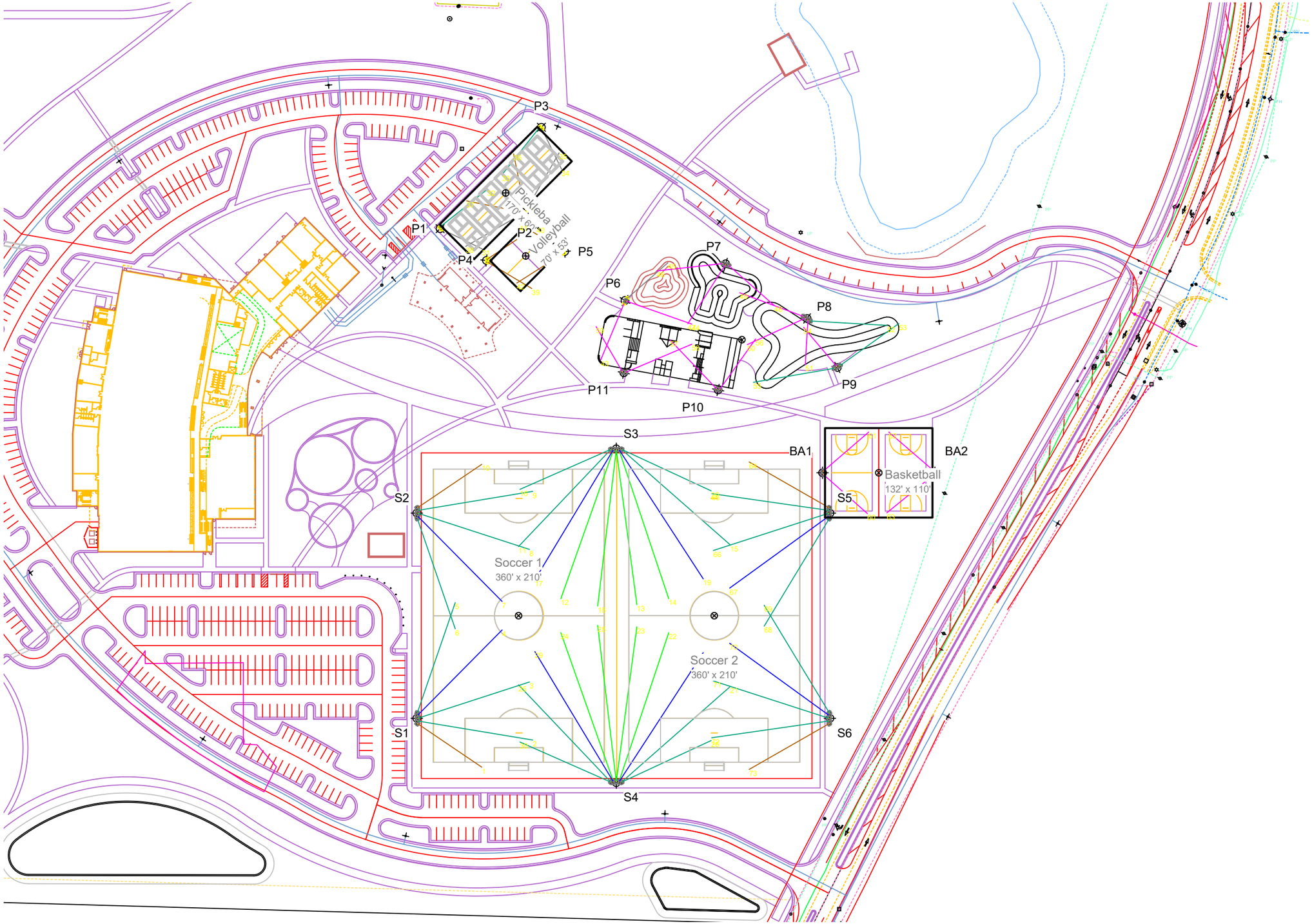

Cass Holt Road Park

Holly Springs,NC

EQUIPMENT LAYOUT

INCLUDES:

- All Wheels Park
- Basketball
- Pickleball
- Soccer 1
- Soccer 2
- Volleyball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	CLASS	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
4	BA1, BA2 P10-P11	LSS50A	-	50'	TLC-LED-1200	2
2	P1, P3	LSS50A	-	50'	TLC-LED-550	2
1	P2	LSS50AB	-	50'	TLC-LED-550	4
2	P4-P5	LSS40A	-	40'	TLC-LED-550	2
1	P6	LSS50A	-	50' 50'	TLC-LED-900 TLC-LED-550	1 2
1	P7	LSS50AB	-	50' 50'	TLC-LED-1200 TLC-LED-900	1 2
1	P8	LSS50AB	-	50'	TLC-LED-900	4
1	P9	LSS50AB	-	50'	TLC-LED-900	3
4	S1-S2 S5-S6	LSS70A	-	70' 70'	TLC-LED-1200 TLC-LED-1500	3 2
1	S3	LSS90B	-	90'	TLC-LED-1500	10
1	S4	LSS90B	-	90'	TLC-LED-1500	10
19	TOTALS					73

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

SCALE IN FEET 1 : 120

0' 120' 240'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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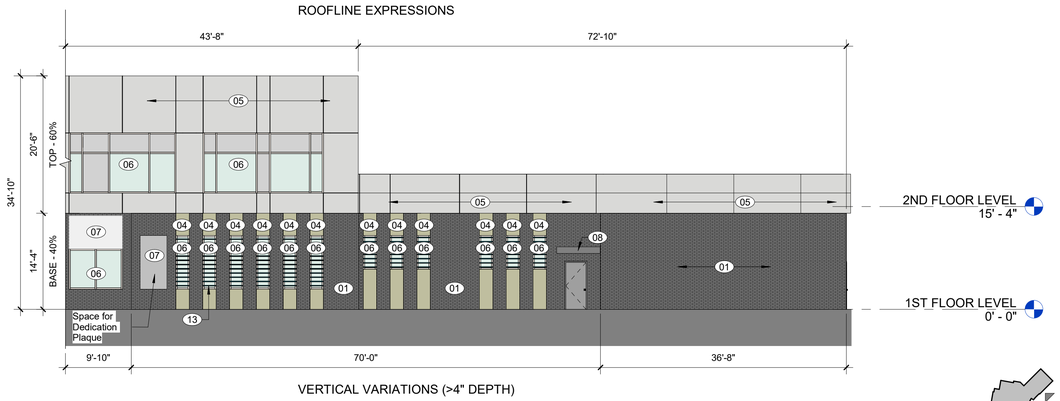
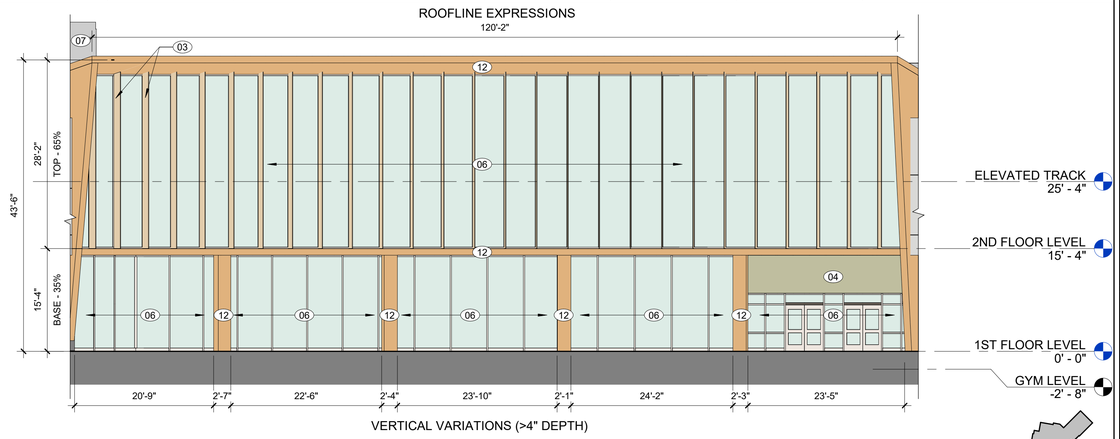
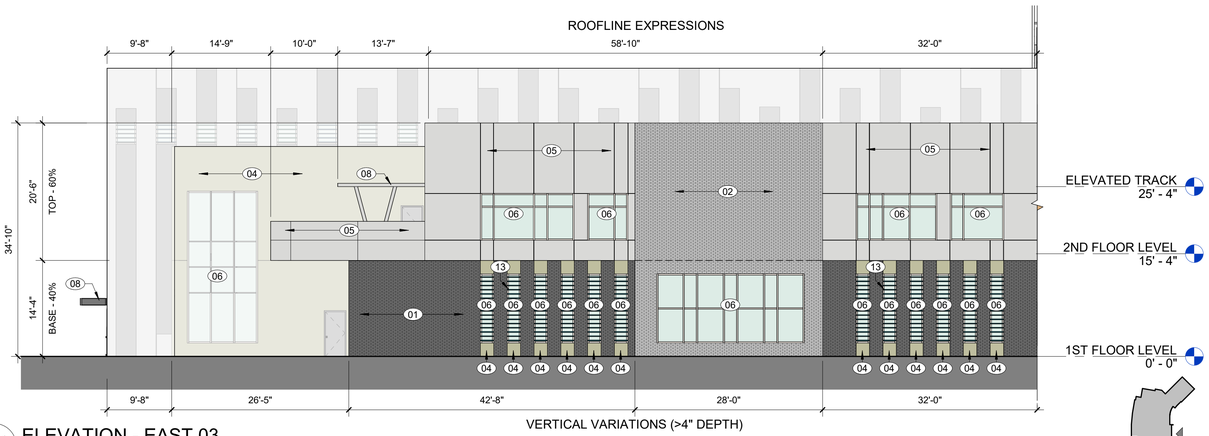


F1 ELEVATION - EAST 01
3/32" = 1'-0"



F5 ELEVATION - EAST 02
3/32" = 1'-0"



D1 ELEVATION - EAST 03
3/32" = 1'-0"

TRANSPARENCY CALCULATIONS:

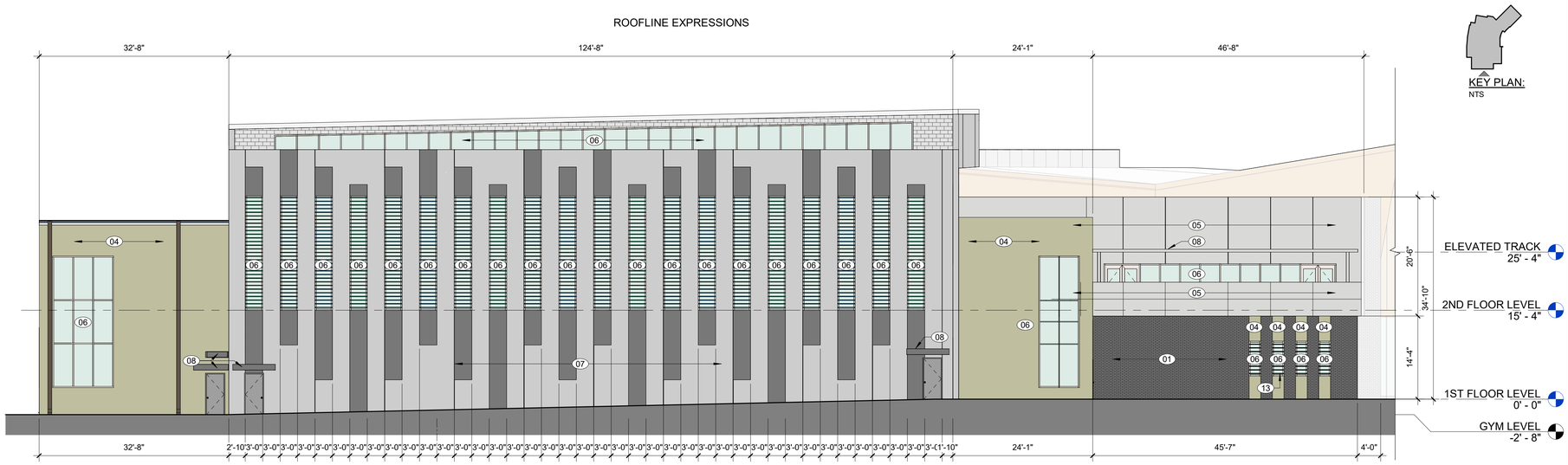
	FAÇADE	% TRANSPARENT	% OPAQUE
EAST	GROUND LEVEL	1497sf/ 3322sf = ~45%	1825sf/ 3322sf = ~55%
	UPPER LEVELS	4333sf/ 7878sf = ~56%	3545sf/ 7878sf = ~44%
SOUTH	GROUND LEVEL	47sf/ 1936sf = ~2%	1889sf/ 1936sf = ~98%
	UPPER LEVELS	616sf/ 4919sf = ~12.5%	4303sf/ 4919sf = ~87.5%
WEST	GROUND LEVEL	72 sf/ 3494sf = ~2%	3422sf/ 3494sf = ~98%
	UPPER LEVELS	1193 sf/ 11455sf = ~10%	10262sf/ 11455sf = ~90%
NORTH	GROUND LEVEL	0sf/ 1252sf = 0%	1252sf/ 1252sf = 100%
	UPPER LEVELS	431sf/ 4206sf = ~10%	3775sf/ 4206sf = ~90%
NORTH-WEST	GROUND LEVEL	828sf/ 1313sf = ~63%	485sf/ 1313sf = ~37%
	UPPER LEVELS	157sf/ 1041sf = ~15.1%	884sf/ 1041sf = ~84.9%
NORTH-EAST	GROUND LEVEL	90sf/ 953sf = ~9.4%	863sf/ 953sf = ~90.6%

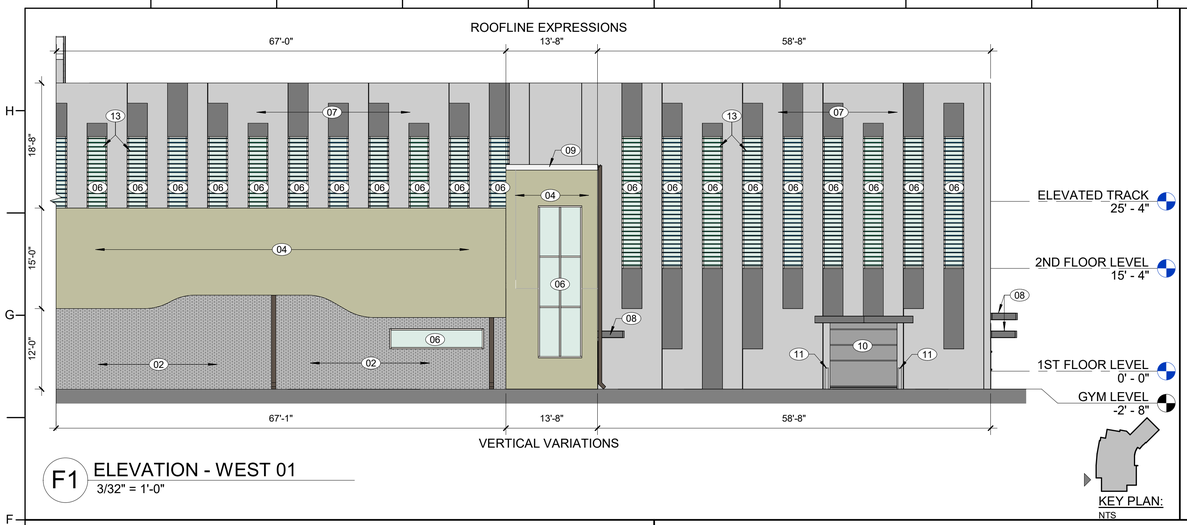
EXTERIOR ELEVATION KEY NOTES:

NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

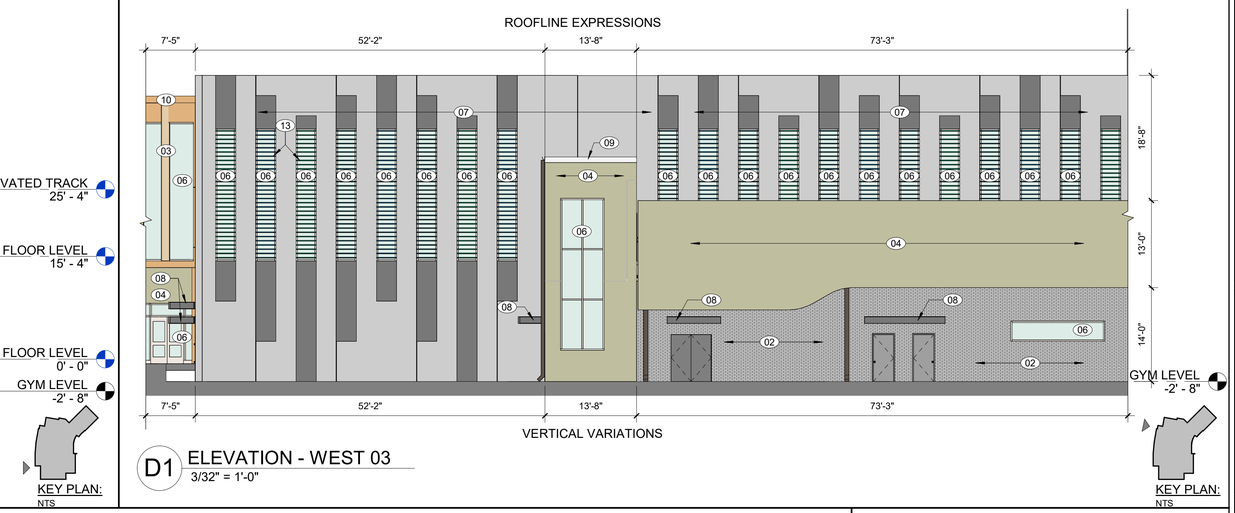
01 TYPE 1 MATERIAL - BRICK COLOR 1
02 TYPE 1 MATERIAL - BRICK COLOR 2
03 TYPE 1 MATERIAL - TERRACOTTA PANEL
04 TYPE 3 ACCENT MATERIAL - METAL PANEL COLOR 1
05 TYPE 1 MATERIAL - ALUMINUM COMPOSITE MATERIAL PANEL COLOR 2
06 TYPE 1 MATERIAL - GLASS
07 TYPE 1 MATERIAL - ARCHITECTURAL PRECAST CONCRETE
08 PREFABRICATED ALUMINUM CANOPY
09 LOW SLOPE ROOF
10 ROLL UP GARAGE DOOR
11 BOLLARDS (COLOR - WHITE)
12 GLUE-LAMINATED TIMBER STRUCTURAL MEMBERS
13 ALUMINUM FINS

NOTE: ALL SIGNS ARE FOR ILLUSTRATIVE PURPOSES AND SUBJECT TO A SEPARATE SIGN PERMIT.


ROOFLINE EXPRESSIONS
32'-8"
124'-8"
24'-1"
46'-8"
20'-6"
34'-10"
14'-4"
ELEVATED TRACK
25' - 4"
2ND FLOOR LEVEL
15' - 4"
1ST FLOOR LEVEL
0' - 0"
GYM LEVEL
-2' - 8"
32'-8"
2'-10"3'-0"3'-0"3'-0

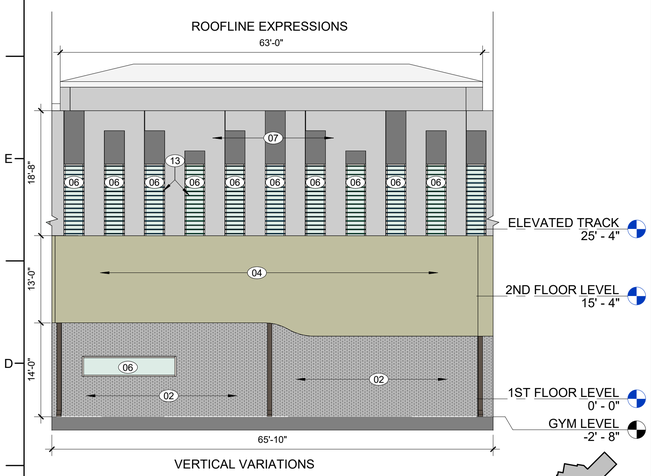


F1 ELEVATION - WEST 01
3/32" = 1'-0"



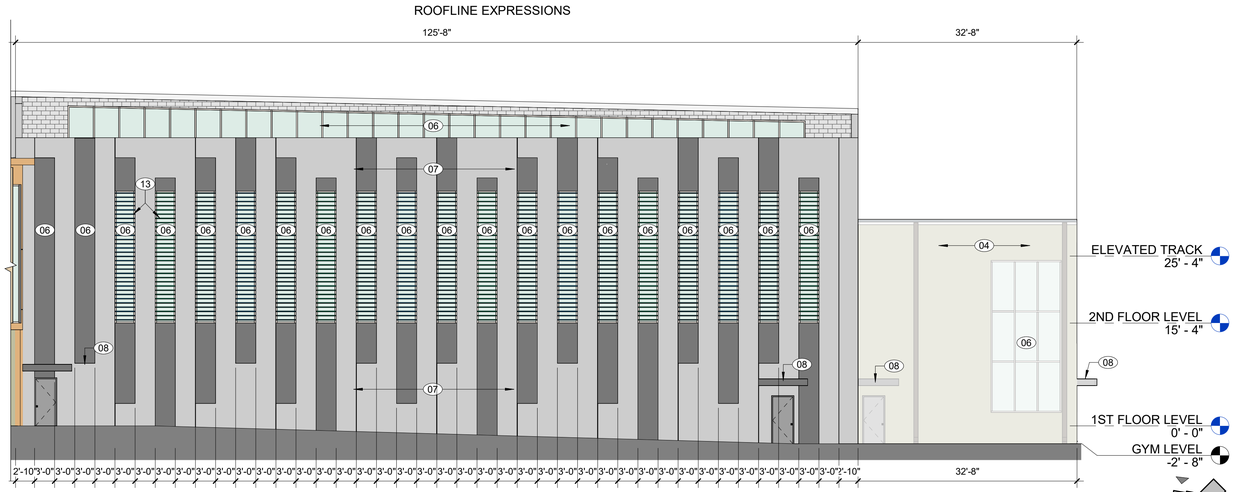
D1 ELEVATION - WEST 03
3/32" = 1'-0"

KEY PLAN: NTS



C1 ELEVATION - WEST 02
3/32" = 1'-0"

KEY PLAN: NTS



C3 ELEVATION - NORTH
3/32" = 1'-0"

KEY PLAN: NTS

EXTERIOR ELEVATION KEY NOTES:

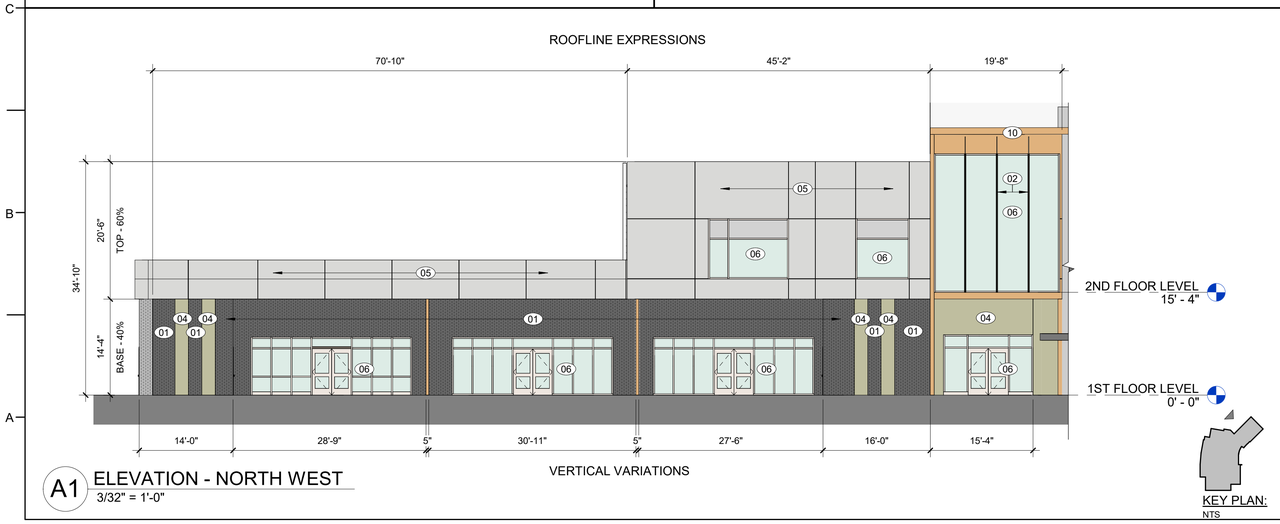
NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

01 TYPE 1 MATERIAL - BRICK COLOR 1
02 TYPE 1 MATERIAL - BRICK COLOR 2
03 TYPE 1 MATERIAL - TERRACOTTA PANEL
04 TYPE 3 ACCENT MATERIAL - METAL PANEL COLOR 1
05 TYPE 1 MATERIAL - ALUMINUM COMPOSITE MATERIAL PANEL COLOR 2
06 TYPE 1 MATERIAL - GLASS
07 TYPE 1 MATERIAL - ARCHITECTURAL PRECAST CONCRETE
08 PREFABRICATED ALUMINUM CANOPY
09 LOW SLOPE ROOF
10 ROLL UP GARAGE DOOR
11 BOLLARDS (COLOR - WHITE)
12 GLUE-LAMINATED TIMBER STRUCTURAL MEMBERS
13 ALUMINUM FINS

HUMAN SCALE DESIGN ELEMENTS USED:

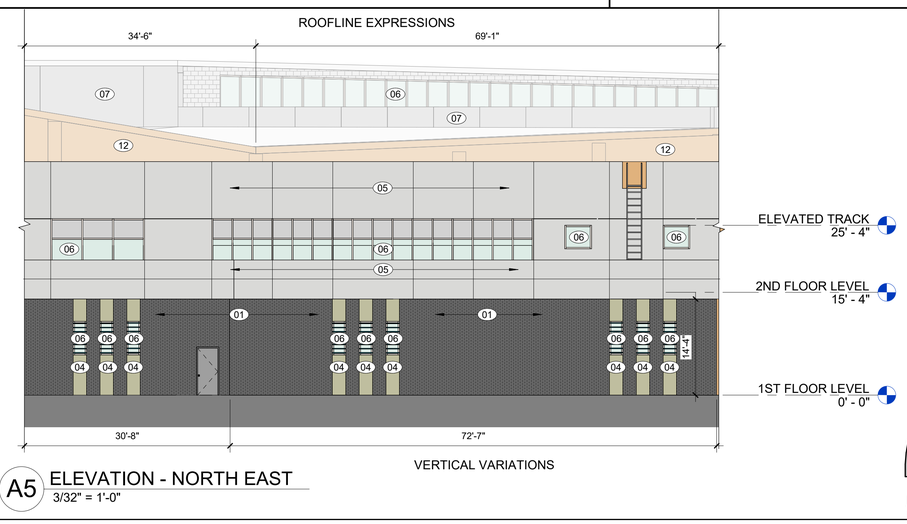
(1) PUNCHED OPENINGS
(2) WINDOW REVEALS
(3) VERTICAL RECESSES
(4) SHADING DEVICES
(5) SCREENING DEVICES
(6) HORIZONTAL EXTENSIONS OF ROOF
(7) ARCHITECTURAL FINS

NOTE: ALL SIGNS ARE FOR ILLUSTRATIVE PURPOSES AND SUBJECT TO A SEPARATE SIGN PERMIT.



A1 ELEVATION - NORTH WEST
3/32" = 1'-0"

KEY PLAN: NTS



A5 ELEVATION - NORTH EAST
3/32" = 1'-0"

KEY PLAN: NTS

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
Suite 120
Cary, NC 27518
Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

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TOWN OF HOLLY SPRINGS
CASS HOLT PARK RECREATION CENTER
5508 & 5420 Cass Holt Road,
Holly Springs, NC 27540

REVISIONS

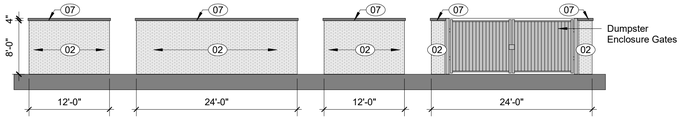
NO.	DATE	DESCRIPTION

DESIGNED BY:	RS, DK
DRAWN BY:	DK
DATE:	01/19/2024
CLH PROJECT NO:	22-196

BUILDING ELEVATIONS

A201

PROPOSED FISHING PIER - TO BE ACQUIRED AND INSTALLED BY OWNER



4H TYP. DUMPSTER ENCLOSURE ELEVATIONS

3/32" = 1'-0"

EXTERIOR ELEVATION FINISH LEGEND:

TYPE 1 MATERIALS		
01		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
02		BRICK VENEER MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
03		TERRACOTTA PANELS MANUFACTURER: MOEDING STYLE: LONGOTON COLOR: SALMON
04		METAL PANELS - ZINC MANUFACTURER: VMZINC STYLE: FACADE PANELS COLOR: PIGMENTO VERT/ GREEN
05		ALUMINUM COMPOSITE MATERIAL PANELS MANUFACTURER: ALUCOBOND STYLE: AXCENT ACM SHEET COLOR: ALABASTER
06		GLASS MANUFACTURER: TRULITE STYLE: INSULATING GLASS COLOR: CLEAR ALUMINUM STOREFRONT MANUFACTURER: KAWNEER STYLE: PERMANODIC ANODIZED COLOR: CHAMPAGNE NO 18
07		ARCHITECTURAL PRECAST CONCRETE MANUFACTURER: TINDALL CORP STYLE: CUSTOM COLOR: CUSTOM TEXTURE AS PER ELEVATIONS
08		PREFABRICATED ALUMINUM CANOPY MANUFACTURER: TIGER DRYLAC POWDER COATINGS STYLE: SMOOTH/ FLAT MATTE COLOR: BLACK SOFT TOUCH
13		ALUMINUM FINS MANUFACTURER: KAWNEER STYLE: VERSOLEIL SUNSHADE COLOR: CUSTOM COLOR AS PER ELEVATIONS

BRICK VENEER 02

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
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Phone: 919.319.6716
Fax: 919.319.7516
LA: C-106 PE: C-1595

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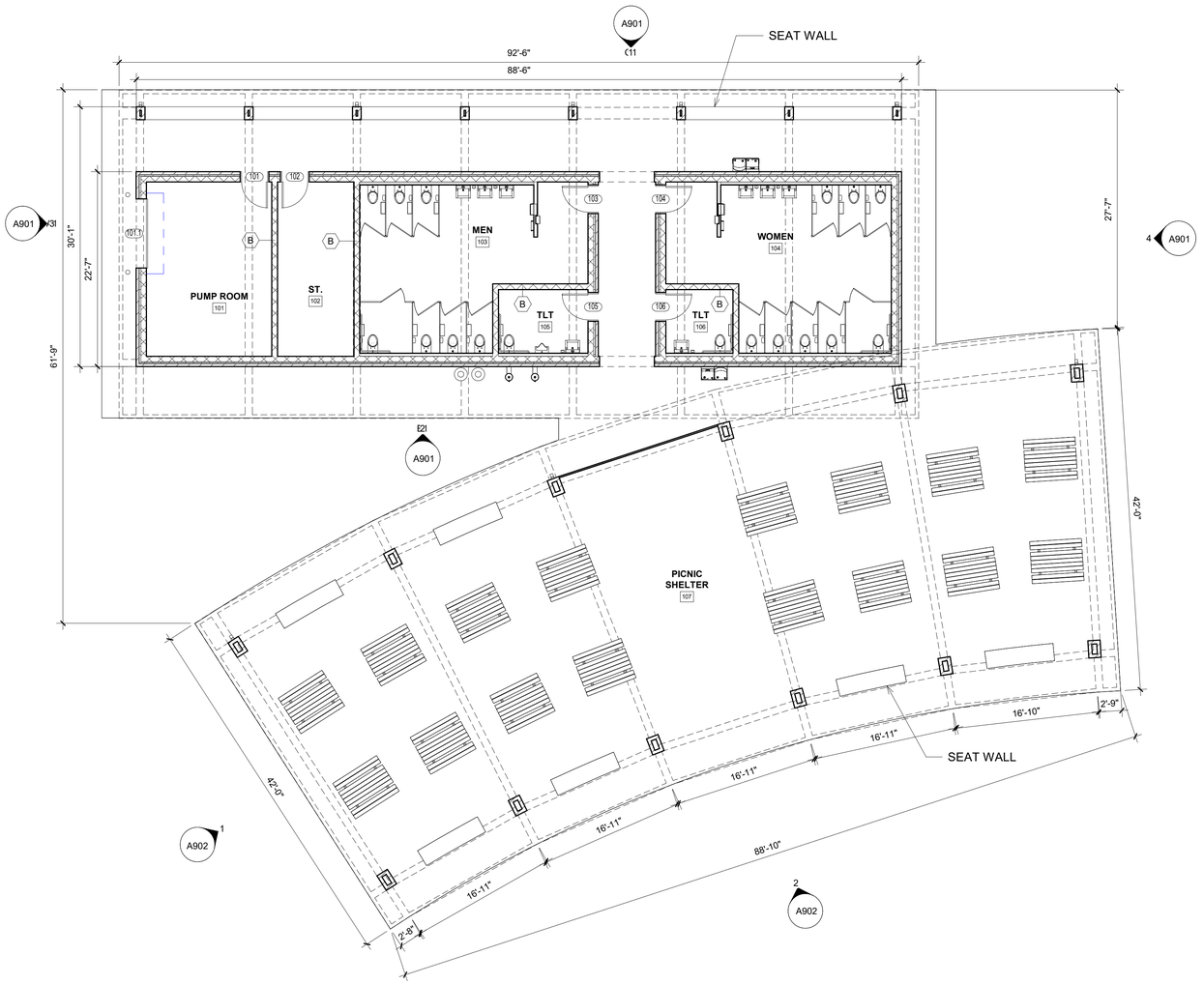
CLH PROJECT NO: 22-196

BUILDING ELEVATIONS

A202



1 RESTROOM BUILDING - FLOOR PLAN CODE
1/8" = 1'-0"

FLOOR PLAN GENERAL NOTES:

1. DO NOT SCALE DRAWINGS. REFER DIMENSION QUESTIONS TO ARCHITECT FOR INTERPRETATION.
2. SEE SHEET A-000 FOR INTERIOR PARTITION LEGEND AND NOTES. SEE WALL SECTIONS FOR EXTERIOR WALLS, TYP.
3. ALL HINGE-SIDE DOOR JAMBS IN GYPSUM WALLS TO BE 4" TO THE INSIDE OF ADJACENT PERPENDICULAR WALL, UNLESS DIMENSIONED OTHERWISE.
4. ALL HINGE-SIDE JAMBS IN CMU WALLS TO BE 4" TO 8" AT A MASONRY HEAD JOINT TO INSIDE OF ADJACENT PERPENDICULAR WALL, UNLESS DIMENSIONED OTHERWISE.
5. ALL DIMENSIONS TO FACE OF METAL STUD, FACE OF MASONRY, FACE OF CONCRETE, OR COLUMN CENTERLINE, UON.
6. SEE THIS SHEET FOR FURNITURE, FIXTURES AND EQUIPMENT LEGEND. SEE THIS SHEET FOR TYPICAL ITEM LOCATIONS AND/OR MOUNTING DIMENSIONS.
7. PROVIDE CONTROL JOINTS IN INTERIOR AND EXTERIOR CMU WALLS EVERY 20' O.C. MAX, UON. MAINTAIN 2'-0" MINIMUM FROM JAMBS AT ALL OPENINGS.
8. PROVIDE CONTROL JOINTS IN GYPSUM BOARD WALL CONSTRUCTION AS INDICATED. VERIFY FINAL CONTROL JOINT LOCATIONS WHETHER OR NOT INDICATED ON THE DRAWINGS WITH ARCHITECT PRIOR TO STARTING WORK.
9. SEE KEY NOTES AND NOTES ON PLANS FOR SPECIFIC NOTES FOR EACH DRAWING AREA.
10. SEE PLUMBING, ELECTRICAL, CIVIL AND STRUCTURAL DRAWINGS FOR RELATED WORK AND ADDITIONAL REQUIREMENTS.
11. COORDINATE EQUIPMENT WORK WITH MANUFACTURERS AND SUPPLIERS TO ENSURE PROPER ROUGH-IN CLEARANCES FOR INSTALLATION, USE AND MAINTENANCE.
12. ALL OPENINGS IN MASONRY WALLS ARE TO RECEIVE LINTEL OR BOND BEAM. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.
13. INSTALL METAL "F" TRIM IN GWB WALL AT VERTICAL EDGE WHERE GWB WALL MEETS CMU WALL.
14. PROVIDE THOROUGH FINAL CLEANING THROUGHOUT INTERIOR PRIOR TO OWNER OCCUPANCY. INTERIOR CLEANING TO INCLUDE FLOORS, BASE, WALLS, WALL-MOUNTED EQUIPMENT, FIXTURES, FURNISHINGS, DOORS, WINDOWS, FRAMES, SILLS, CEILINGS, CEILING MOUNTED EQUIPMENT AND FIXTURES.
15. VERIFY MOUNTING HEIGHTS OF ACCESSORIES, EQUIPMENT, DOOR HARDWARE, CASEWORK, ETC., AND PROVIDE SOLID BLOCKING BEHIND ITEMS REQUIRING ANCHORAGE. WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT ITEMS IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS. COORDINATE LOCATIONS WITH MANUFACTURER OR SUPPLIER AND REFER MOUNTING HEIGHT QUESTIONS TO ARCHITECT FOR INTERPRETATION.
16. SEE I-SHEETS FOR INTERIOR FINISHES PLANS, FF&E PLANS, SCHEDULES, AND ADDITIONAL FINISHES.

FLOOR PLAN KEY NOTES:

NOTE: NOT ALL KEY NOTES BELOW ARE APPLICABLE TO THIS SHEET. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS. SEE SHEETS A001 & A002 FOR FLOOR PLAN GENERAL NOTES. PARTITION GENERAL NOTES, LEGENDS, AND ADDITIONAL REQUIREMENTS.

01 ALIGN DESIGNATED SURFACES
02 FLOOR DRAIN LOCATION
03 ELECTRIC WATER COOLER
04 ROOF ACCESS LADDER

CLH DESIGN
CLH Design, PA
400 Regency Forest Dr.
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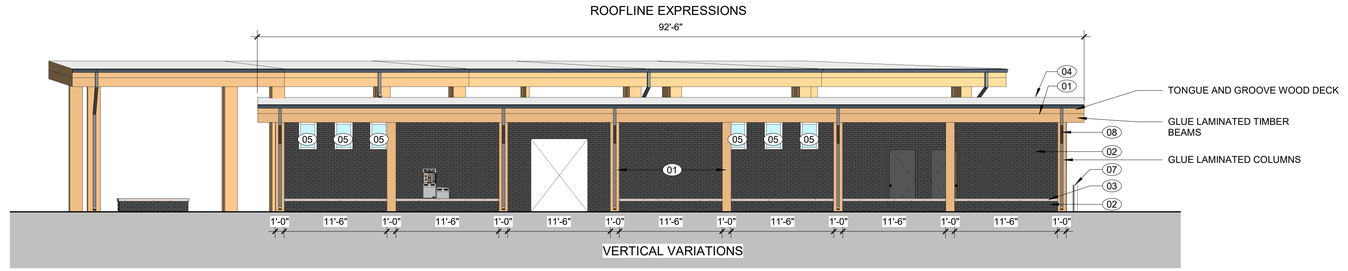
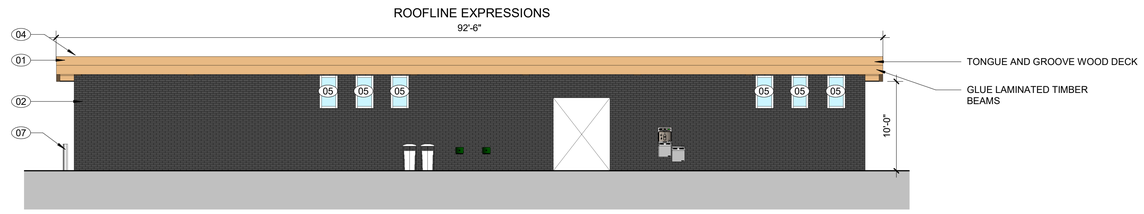
FLOOR PLAN

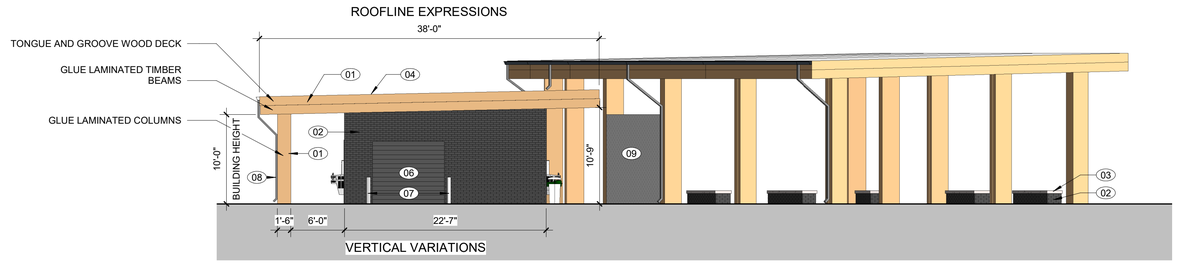
A900



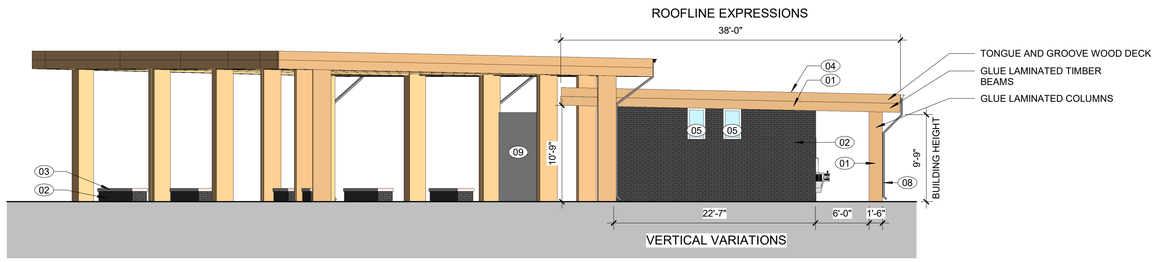
1 RESTROOM BUILDING ELEVATION EAST
1/8" = 1'-0"



2 RESTROOM BUILDING ELEVATION WEST
1/8" = 1'-0"



3 RESTROOM BUILDING ELEVATION NORTH
1/8" = 1'-0"



4 RESTROOM BUILDING ELEVATION SOUTH
1/8" = 1'-0"

EXTERIOR ELEVATION KEY NOTES:

NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

01 TYPE 1 MATERIAL - GLUE-LAMINATED TIMBER STRUCTURAL MEMBER (FINISH - WOOD STAIN)
02 TYPE 1 MATERIAL - BRICK COLOR 1
03 TYPE 1 MATERIAL - PRECAST CONCRETE CAP
04 BUILT-UP ROOF MEMBRANE
05 TYPE 1 MATERIAL - GLASS
06 ROLL-UP GARAGE DOOR (COLOR - BLACK)
07 BOLLARD (COLOR - WHITE)
08 DOWNSPOUT (COLOR - BLACK)
09 TYPE 1 MATERIAL - PERFORATED ALUMINUM

HUMAN SCALE DESIGN ELEMENTS USED:

(1) PUNCHED OPENINGS
(2) WINDOW REVEALS
(3) HORIZONTAL EXTENSIONS OF THE ROOF
(4) SEAT WALL

GROSS SQAURE FOOTAGE: 7584 SF

TRANSPARENCY CALCULATIONS:

FACADE	% TRANSPARENT	% OPAQUE
NORTH	12sf/ 220sf= ~5.5%	208sf/ 220sf= ~94.5%
EAST	106sf/ 894sf= ~11.8%	788sf/ 894sf= ~88.2%
SOUTH	12sf/ 220sf= ~5.5%	208sf/ 220sf= ~94.5%
WEST	100sf/ 984sf= ~11.1%	794sf/ 894sf= ~88.9%

EXTERIOR ELEVATION FINISH LEGEND:

TYPE 1 MATERIALS

01		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
02		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
03		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
04		BUILT-UP ROOF MEMBRANE MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
05		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
09		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE

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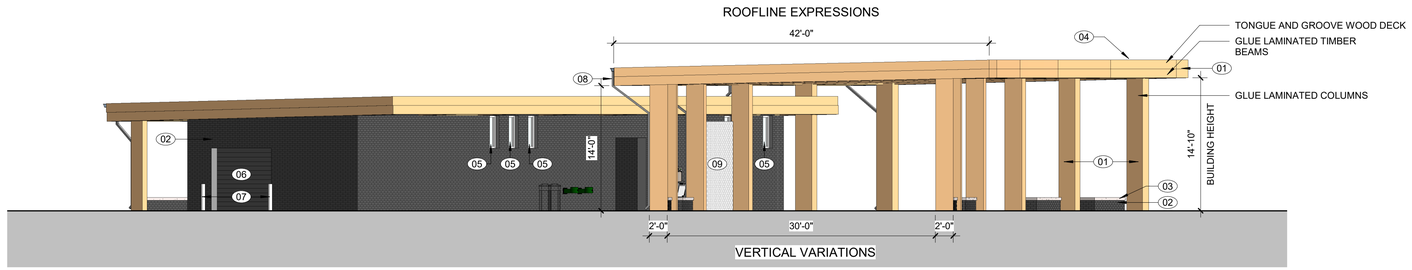
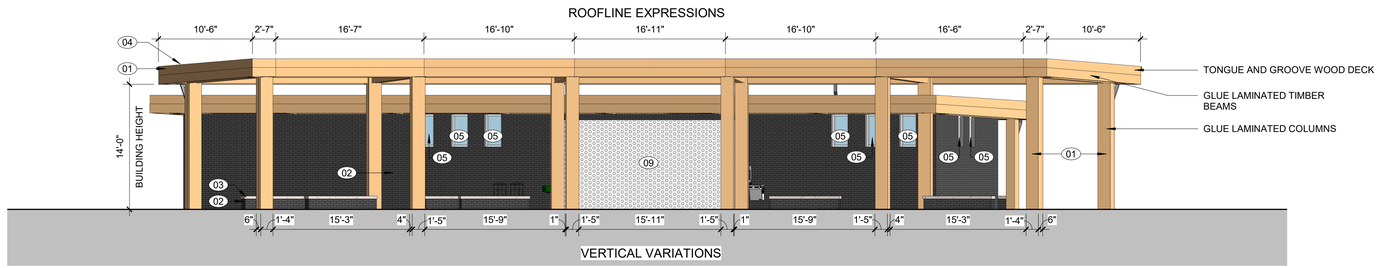
BUILDING ELEVATIONS

A901



1 PICNIC BUILDING ELEVATION NORTH
1/8" = 1'-0"



2 PICNIC BUILDING ELEVATION WEST
1/8" = 1'-0"

EXTERIOR ELEVATION KEY NOTES:

NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

01 TYPE 1 MATERIAL - GLUE-LAMINATED TIMBER STRUCTURAL MEMBER (FINISH - WOOD STAIN)
02 TYPE 1 MATERIAL - BRICK COLOR 1
03 TYPE 1 MATERIAL - PRECAST CONCRETE CAP
04 BUILT-UP ROOF MEMBRANE
05 TYPE 1 MATERIAL - GLASS
06 ROLL-UP GARAGE DOOR (COLOR - BLACK)
07 BOLLARD (COLOR - WHITE)
08 DOWNSPOUT (COLOR - BLACK)
09 TYPE 1 MATERIAL - PERFORATED ALUMINUM

HUMAN SCALE DESIGN ELEMENTS USED:

(1) PUNCHED OPENINGS
(2) WINDOW REVEALS
(3) HORIZONTAL EXTENSIONS OF THE ROOF
(4) SEAT WALL

GROSS SQAURE FOOTAGE: 7584 SF

TRANSPARENCY CALCULATIONS:

FACADE	% TRANSPARENT	% OPAQUE
NORTH	12sf/ 220sf= ~5.5%	208sf/ 220sf= ~94.5%
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SOUTH	12sf/ 220sf= ~5.5%	208sf/ 220sf= ~94.5%
WEST	100sf/ 984sf= ~11.1%	794sf/ 894sf= ~88.9%

EXTERIOR ELEVATION FINISH LEGEND:

TYPE 1 MATERIALS		
01		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
02		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
03		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
04		BUILT-UP ROOF MEMBRANE MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
05		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE
09		PRECAST CONCRETE CAP MANUFACTURER: TAYLOR CLAY PRODUCTS STYLE: MODULAR THIN BRICK COLOR: SOUTHEAST YMCA SEALANT: MORTAMIX - HOLCIM SANDBEIGE

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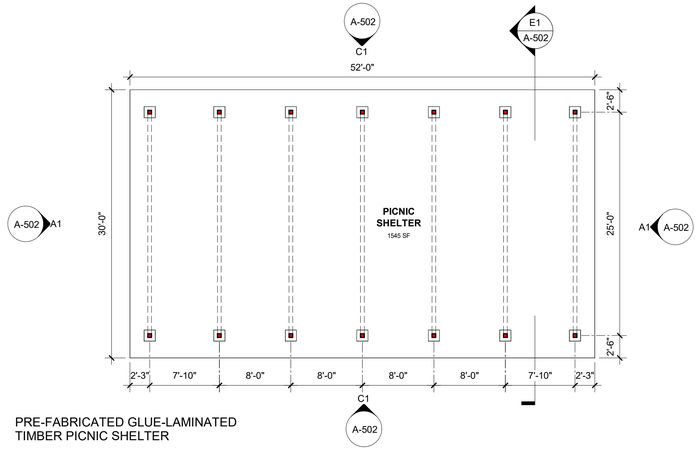
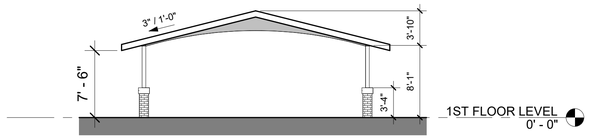
BUILDING ELEVATIONS

A902

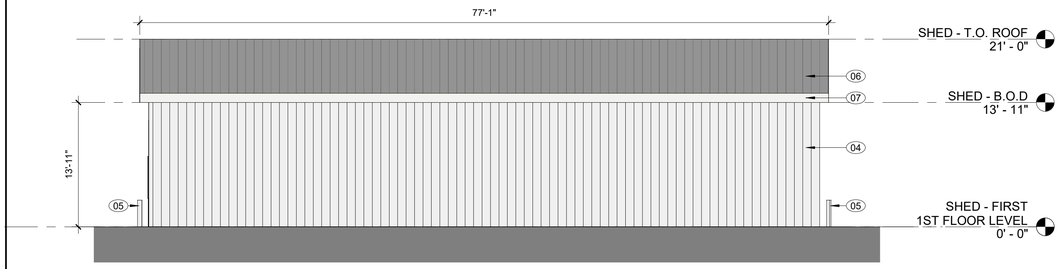


PRE-FABRICATED GLUE-LAMINATED
TIMBER PICNIC SHELTER

F1 PICNIC SHELTER, TYP. - FLOOR PLAN
1/8" = 1'-0"

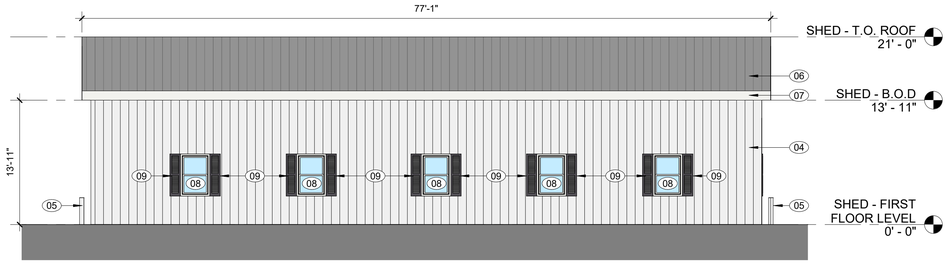


E1 PICNIC SHELTER - SECTION
1/8" = 1'-0"



NO CHANGES PROPOSED TO THE EXISTING BUILDING ELEVATION

G4 SHED - EXISTING ELEVATION - NORTH
1/8" = 1'-0"



NO CHANGES PROPOSED TO THE EXISTING BUILDING ELEVATION

E4 SHED - EXISTING ELEVATION - SOUTH
1/8" = 1'-0"

EXTERIOR ELEVATION KEY NOTES:

NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

PICNIC SHELTER:

(01) TYPE 1 MATERIAL - GLUE-LAMINATED TIMBER STRUCTURAL MEMBER (FINISH - WOOD STAIN)
(02) TYPE 1 MATERIAL - BRICK COLOR 1
(03) TYPE 1 MATERIAL - PRECAST CONCRETE CAP
(04) STANDING SEAM METAL ROOF

HUMAN SCALE DESIGN ELEMENTS USED:

(1) HORIZONTAL EXTENSIONS OF THE ROOF
(2) CHANGE IN MATERIAL (BRICK PIERS)

EXISTING EXTERIOR ELEVATION KEY NOTES:

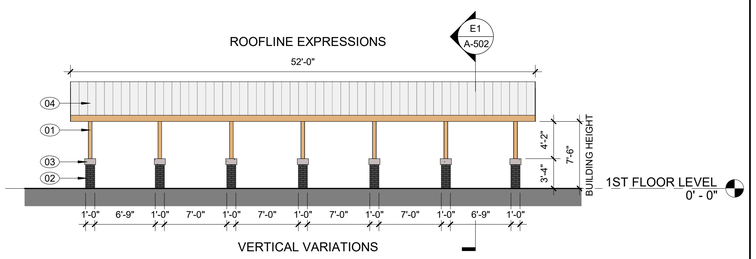
NOTE: SEE ELEVATIONS FOR KEYED ITEM LOCATIONS. KEY NOTES SUPPLEMENT INFORMATION FOUND ELSEWHERE IN THE DRAWINGS.

MAINTENANCE SHED:

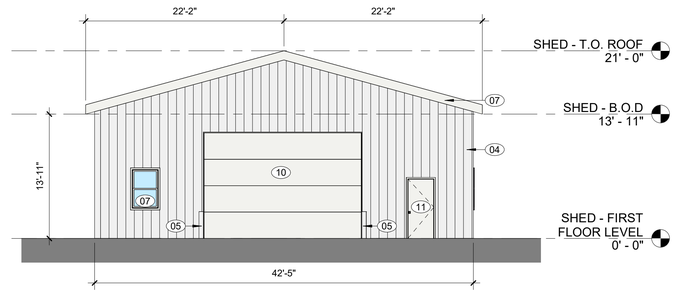
(04) EXISTING METAL PANEL (COLOR - WHITE)
(05) EXISTING BOLLARD (COLOR - WHITE)
(06) EXISTING STANDING SEAM ROOF (COLOR - GRAY)
(07) EXISTING METAL COPING (COLOR - WHITE)
(08) EXISTING WINDOW
(09) EXISTING WOOD SHUTTERS (COLOR - BLACK)
(10) EXISTING GARAGE DOOR (COLOR - WHITE)
(11) EXISTING WOOD DOOR (COLOR - WHITE)

NOTE: ALL SIGNS ARE FOR ILLUSTRATIVE PURPOSES AND SUBJECT TO A SEPARATE SIGN PERMIT.

PRE-FABRICATED GLUE-LAMINATED TIMBER PICNIC SHELTER



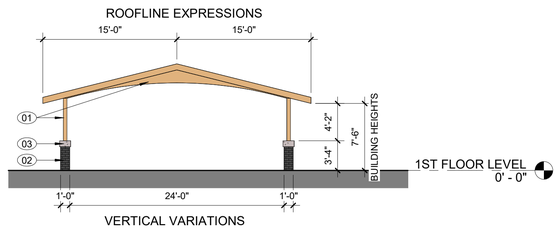
C1 PICNIC SHELTER - ELEVATION 01
1/8" = 1'-0"



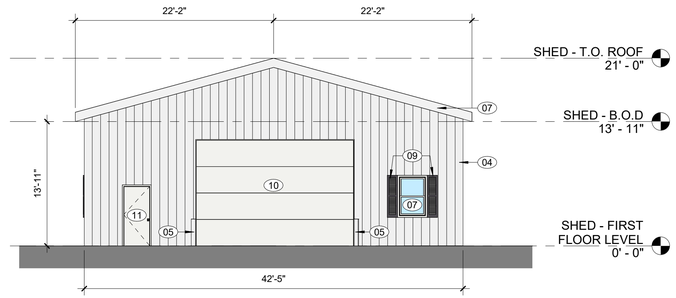
NO CHANGES PROPOSED TO THE EXISTING BUILDING ELEVATION

C4 SHED - EXISTING ELEVATION - WEST
1/8" = 1'-0"

PRE-FABRICATED GLUE-LAMINATED TIMBER PICNIC SHELTER



A1 PICNIC SHELTER - ELEVATION 02
1/8" = 1'-0"



NO CHANGES PROPOSED TO THE EXISTING BUILDING ELEVATION

A4 SHED - EXISTING ELEVATION - EAST
1/8" = 1'-0"

EXTERIOR ELEVATION FINISH LEGEND:

TYPE 1 MATERIALS		
01		GLULAM STRUCTURAL MEMBERS MANUFACTURER: ENWOOD STRUCTURES STYLE: RALEIGH MODEL COLOR: CUSTOM STAIN
02		BRICK VENEER MANUFACTURER: PALMETTO BRICK STYLE: MODULAR THIN BRICK COLOR: BLACKSTONE SMOOTH SEALANT: MORTAMIX - HOLCIM SANDBEIGE
03		PRECAST CONCRETE CAP MANUFACTURER: TINDALL CORP STYLE: CUSTOM COLOR: CUSTOM STAIN AS PER ELEVATIONS
04		STANDING SEAM ROOF MANUFACTURER: METAL ROOFING SYSTEMS COLOR: DOVE GREY

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CLH PROJECT NO:	22-196

PICNIC SHELTER, MAINTENANCE SHED

A-502

HOLLY SPRINGS
Development Services

UTILITY ALLOCATION REQUEST

On July 1, 2023 a new Water Resources Management Policy (**WRMP**) was adopted by the Town.

Submit this form via CityView with your first Sewer Study Submittal. All Preliminary plan reviews, which includes all Special Studies, must be submitted concurrently to be deemed a complete submittal. Staff will review for completeness and reach out to the applicant if more information is needed.

Refer to the Town's Engineering Design & Construction Standards as well as State Standards, when providing the following information.

Do not submit Utility Allocation Request until you have had your sewer scoping meeting or have been provided with direction from staff.

CONTACT INFORMATION	
Date: 01/19/2024	Scoping Meeting Date: 07/25/2023
Applicant Name: Rachel Watson	
Company: CLH Design, p.a	
Address: 400 Regency Forest Drive, Suite 120, Cary, NC 27518	
Phone: 919-443-4073	E-Mail: rwatson@clhdesignpa.com
Engineering Firm Preparing Report: CLH Design p.a.	
Professional Engineer Working on Project: Steven J. Miller	
PROJECT INFORMATION	
Project Name: Cass Holt Road Park	
PIN(s): 0648239301, 0648333740	Address: 5508 Cass Holt Road, 5420 Cass Holt Road
Provide a brief project description: Cass Holt Road Park is a 56 acre park with amenities including Recreation Center, multi-purpose fields, picnic shelters, various sport courts and walking trails.	
Does this project require Annexation: ☐ Yes ☑ No	
Proposed Land Use: Natural Use	
Current Zoning: Rural Residential	Proposed Zoning: Rural Residential Conditional District
Total number of Residential Units: N/A Type: ☐ Townhome ☐ Condo ☐ Apartment	
Type of Non-Residential: Recreational Facility/ Park	Area of Non-Residential (SF)((by type): 56 acres
Anticipated Build Out Year: 2027	
Is Project expected to be phased: ☐ Yes ☑ No If yes, provide timeline:	
ESTIMATED SEWER FLOW (INCLUDE THE CALCULATIONS AND METHODOLOGY USED BASED ON STATE 15A NCAC 02T .0114 RULE AND ATTACH TO THIS FORM):	
Residential Sewer Flow (GPD):	Non-Residential Sewer Flow (GPD): 34,478 GPD (average daily flow)
What is the site's access to existing public utility infrastructure? ☐ Direct access via existing right-of-way or easements ☐ Existing utility infrastructure is within 1000' ☑ Existing utility infrastructure is further than 1000'	
Per the WRMP, what is the project anticipated Priority Level? ☑ 1 ☐ 2 ☐ 3	

HOLLY SPRINGS
Development Services

UTILITY ALLOCATION REQUEST

Per the WRMP, all projects must meet the criteria for Level 1 before being considered by Town Council.

- Priority Level 2 projects must commit to 2 Allocation Elements and Priority Level 3 projects must commit to 3 Allocation Elements to move up to Level 1 status.

Level 2 and Level 3 projects should complete the following table:

Allocation Elements			
Committed Element (check if provided)	Element Category	Elements Component Provided (check if provided)	Location of Committed Element (Plan Sheet Number, Design Guidelines, Zoning Conditions, etc.)
☐	Public Infrastructure Improvements (Chose Option A, B, or C) *Please note that any improvements found to be required by a Sewer Study or Fire Flow Analysis can not also be used as a committed allocation element.*		
	Option A (both required)		
	Vegetated wetland in lieu of wet ponds	☐	
	Include stormwater control devices within parking lot islands	☐	
	Option B		
	Provide structured parking so as to minimize impervious surface area	☐	
	Option C (choose 1)		
	Take pump station offline	☐	
	Install oversize utilities	☐	
	Install 1000' of basin wide water/sewer infrastructure	☐	
☐	Sustainable Design (Choose 1)		
	Earn LEED Certification	☐	
	Earn National Green Building Standards Certifications, or equivalent as determined by Director	☐	

HOLLY SPRINGS
Development Services

UTILITY ALLOCATION REQUEST

Allocation Elements

Committed Element (check if provided)	Element Category	Elements Component Provided (check if provided)	Location of Committed Element (Plan Sheet Number, Design Guidelines, Zoning Conditions, etc.)
☐	Work Force Housing (housing at 60-80% Area Median Income) (Choose 1)		
	5% of the units for detached or attached dwellings	☐	
	10% of the units for apartment dwellings	☐	
☐	Open Space/Tree Preservation (Choose 1)		
	Increase of at least 25% Active Recreation Space	☐	
	Increase of at least 100% for Urban Civic Space	☐	
	Increase of at least 25% of required area for Tree Preservation Areas	☐	
	Preservation of at least 10% of Specimen Trees on site.	☐	
	Total Committed Elements		

North Carolina Professional Engineer Signature **Date** 1-16-24

North Carolina Professional Engineer Seal

NORTH CAROLINA PROFESSIONAL SEAL 022625 ENGINEER STEVEN J. MILLER 1-16-24

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 24.

New Business
Title: FY2024 - 2025 Strategic Plan Adoption
Strategic Priority Area: Organizational Excellence
Staff Resource: Corey Petersohn, Finance

Action(s):
Adopt the Fiscal Year 2024-25 Strategic Plan.

Explanation:

- The proposed Fiscal Year 2024-25 Strategic Plan follows feedback and discussion at the February 2024 Mayor and Town Council Annual Retreat as well as feedback at the March and April Workshop meetings.
- The Strategic Plan articulates the Mayor and Council's vision and top priorities for the community.
- The plan is divided into four strategic priority areas:
    - Growth Management & Economic Vitality
    - Organizational Excellence
    - Vibrant Community
    - Community Safety
- This year's updates includes:
    - A rebranding and rebalance to four strategic priority areas
    - 11 completed strategic initiatives
    - 6 new initiatives related to leveraging community engagement opportunities and providing high quality public services
    - Updates to goal and initiative language to match the Mayor's and Council's vision

Background:

- The strategic plan is a living document that is updated annually by the Mayor and Town Council in advance of the recommended budget for the upcoming fiscal year.
- The strategic plan provides the "road map" for the direction of the organization, which in turn guides development of the budget, policies, staff concentration areas, and communicates what is most important for advancing the qualify of life in Holly Springs.

Funding Source(s):
N/A

Attachment(s):
1. FY2024-2025 Strategic Plan - Clean Copy
2. FY2024-2025 Strategic Plan - Proposed Edits

Town of Holly Springs
Fiscal Year 2024-25 Strategic Plan

Vision Statement

Holly Springs offer an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.

Strategic Priority Areas

Growth Management & Economic Vitality - Holly Springs preserves its small-town charm, characteristics, and history through strategic transportation & land-use planning, economic development, and infrastructure management.

Organizational Excellence - Holly Springs is a leader in responsible and responsive government with a high-performing organization that meets the public service needs of its residents.

Vibrant Community - Holly Springs provides a high quality of life with abundant amenities, exceptional customer service, and superior public services.

Community Safety - Holly Springs is one of the safest communities in North Carolina built on a foundation of trust, respect, and community partnerships.

Growth Management & Economic Vitality

Holly Springs preserves its small-town charm, characteristics, and history through strategic transportation & land-use planning, economic development, and infrastructure management.

1. Enhance, attract, and engage diverse economic development opportunities.

Initiative 1.1: Concentrate business recruitment efforts and site-readiness programs in the target industries of Wake County Economic Development, specifically Life Sciences, Advanced Manufacturing, IT & Technology, Clean Tech & Smart Grid, and Corporate or Divisional headquarters.

Initiative 1.2: Be a development resource to support, sustain, and grow small businesses, start-ups, and entrepreneurs.

2. Create a vibrant downtown center.

Initiative 2.1: Facilitate multi-modal accessibility to the downtown center, with an emphasis on walkability, pedestrian and bicycle safety.

Initiative 2.2: Enhance the public spaces and character of the downtown area through investments in signage, streetscapes, branding, and civic spaces as outlined in the Downtown Area Plan.

Initiative 2.3: Explore partnerships and funding opportunities to advance investments in the downtown such as a public market, additional downtown parking, creating a festival street, and further development of Mims Park.

3. Plan, maintain, and invest in sustainable and resilient water, sewer, and stormwater infrastructure.

Initiative 3.1: Develop a coordinated long-range master plan for water, wastewater, reclaimed, and stormwater systems.

Initiative 3.2: Develop a water, sewer, and reclaimed asset management plan to ensure system integrity and identify needed maintenance and investments to handle future growth.

4. Support land use planning, policies, and partnerships that provide for sustainable and economic growth while balancing small town characteristics.

Initiative 4.1: Pursue a residential/non-residential tax base ratio of 70%/30%.

Initiative 4.2: Evaluate and identify potential modifications to Vision Holly Springs Comprehensive Plan Section 1: Land Use & Character to support greater housing diversity, specifically along transportation corridors and targeted economic development areas.

Initiative 4.3: Establish criteria for Area Median Income (AMI) and percentage of workforce housing units within a development in order for a development project to be considered for fee or improvement credits.

Initiative 4.4: Develop streamlined customer engagement processes for simple building or renovation permit requests and specialized customer service approaches to assist non-building industry experts in navigating permitting processes.

Initiative 4.5: Develop policies, procedures, and/or mitigation strategies for management of property nuisance abatement.

5. Partner with neighbors to promote smart regional transportation infrastructure investments.

Initiative 5.1: Complete the Main St. right turn lane, NC-55 Bypass right turn lane, Avent Ferry Rd pedestrian improvements, and Holly Springs Rd. Phase II bond projects.

Initiative 5.2: Support an efficient and connected local and regional multi-modal transportation system through engagement on projects including the NC-540 Southeast Extension and Wake Transit Plan.

Initiative 5.3: Deploy pedestrian safety devices and traffic control measures to enhance pedestrian and bicycle safety.

Initiative 5.4: Develop a network for an innovative and intelligent transportation system with NCDOT to assist in managing traffic congestion.

Organizational Excellence

Holly Springs is a leader in responsible and responsive government with a high-performing organization that meets the public service needs of its residents.

1. As an employer of choice, we will retain and recruit a highly skilled workforce.

Initiative 1.1: Invest in employee skills training and leadership development at all levels in the organization.

Initiative 1.2: Provide competitive pay and benefits and fulfilling workplace experiences that attracts and retains top talent.

Initiative 1.3: Expand employee diversity and inclusion.

2. Leverage technology and innovative business approaches to improve business efficiencies.

Initiative 2.1: Create and apply data-driven decision-making tools, including performance management and benchmarking, to enhance strategic and daily service delivery management.

Initiative 2.2: Research and pilot Smart City initiatives that leverage data and technology to improve operational efficiencies and information sharing with residents.

3. Leverage community engagement opportunities to expand resident connections with their town government and community.

Initiative 3.1: Complete refresh of the Town website to enhance, usability and information sharing.

Initiative 3.2: Plan and create a town-wide celebration of the sesquicentennial (150th) anniversary (In 2026).

Initiative 3.3: Expand sense of place and belonging through celebrations, branding, and unique engagement experiences.

4. Ensure financial stewardship.

Initiative 4.1: Update and apply financial best management practices such as internal controls, budgetary enhancements, and asset management.

Initiative 4.2: Enhance financial metrics and policies to achieve credit rating upgrades that in turn lead to the lowest borrowing costs for taxpayers.

Initiative 4.3: Develop new Town-wide risk management program and reduce the Town's risk exposure and actual risk liability experiences.

5. Establish sustainability and resiliency practices that balance the protection and preservation of historical and environmental assets with fiscal and operational efficiency.

Initiative 5.1: Engage staff and community partners to increase awareness and understanding of sustainability opportunities and practices.

Initiative 5.2: Identify opportunities to transition Town light duty non-public safety vehicles to hybrid or electric, as appropriate.

Initiative 5.3: Reduce Town facility energy consumption by 10% over the next 5 years (by 2028).

Vibrant Community

Holly Springs provides a high quality of life with abundant amenities, exceptional customer service, and superior public services.

1. Develop comprehensive parks and recreation amenity offerings to include a variety of parks, greenways, and recreation facilities.

Initiative 1.1: Prioritize recommended park improvements from the Sugg Farm concept plan and pursue amenity construction.

Initiative 1.2: Advance design and construction of Eagles Landing Park to build the first park in Holly Springs west of Hwy 55.

Initiative 1.3: Complete Arbor Creek / Middle Creek and Utley Creek – Phase 1 greenways to establish significant connections between neighborhoods and downtown. Finalize Utley Creek Phase 2 greenway design alignment.

Initiative 1.4: Begin design and construction planning to complete Ting Park Connector and Middle Creek to Camp Branch Greenway segments to enhance connectivity of the greenway network.

Initiative 1.5: Establish a funding strategy to advance priority park and greenway investments, including opportunities to leverage public-private and regional partnerships.

2. Provide a broad offering of cultural and recreational events and programming.

Initiative 2.1: Install informational signage to bring community awareness to the unique natural resource areas throughout town.

Initiative 2.2: Leverage mutually-beneficial partnerships to provide additional events and offerings to complement existing offerings by the Town.

Initiative 2.3: Assess the Town's cultural and recreational offerings to ensure programming and resources align to meet the needs of a growing and changing population.

3. Cultivate a creative and friendly atmosphere that is welcoming to all cultures and the diversity of our residents and visitors.

Initiative 3.1: Identify innovative and receptive approaches to engage communities that are traditionally underserved.

4. Provide high quality public services and exceptional customer service.

- **Initiative 4.1:** Enhance resident notification capabilities for emergency situations and/or isolated customer service disruptions (e.g. watermain breaks, solid waste collection delays, etc.)
- **Initiative 4.2:** Implement final phase of 311 Customer Care Center technology capabilities through the implementation of AI generated "bot" interaction option for customer questions.
- **Initiative 4.3:** Establish facility management practices and procedures to maximize the life and return on investment for town owned facilities and assets.

Community Safety

Holly Springs is one of the safest communities in North Carolina built on a foundation of trust, respect, and community partnerships

1. Maintain the Town's high level of public safety by applying professional best practices and policies.

Initiative 1.1: Obtain Police Department CALEA (Commission on Accreditation for Law Enforcement Agencies) accreditation, recognizing commitment to professional policing and national best practices and standards.

Initiative 1.2: Complete a Fire Department organizational self-assessment and draft a department strategic plan in preparation for seeking accreditation from the Center for Public Safety Excellence.

2. Plan for adequate infrastructure that promotes a safe community.

Initiative 2.1: Assess fire station coverage needs and potential locations for future Fire Stations 4 and 5.

3. Invest in innovative approaches to ensure a safe and welcoming community.

Initiative 3.1: Promote a community-policing philosophy with an emphasis on purposeful policing building on "organic" partnerships, resident and business visibility and engagement, and unique approaches to address community needs and cultivate strong relationships.

Initiative 3.2: Invest in data-driven, geo-based and analytical policing strategies to develop a more technologically advanced approach to crime prevention and investigations.

Initiative 3.3: Develop multi-disciplinary approaches and partnerships to address social, physical and mental health issues with the goal of interrupting recurring cycles and making appropriate referrals to organizations with subject matter expertise.

Initiative 3.4: Enhance citizen engagement and outreach events for police and fire.

Town of Holly Springs

Fiscal Year 2023-24 Strategic Plan

Proposed Edits for Fiscal Year 2024 -2025

Vision Statement

Holly Springs offer an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.

Strategic Priority Areas

Growth Management & Economic Vitality ~~Prosperity & Diversity~~ – ~~Holly Springs provides a climate where a wide variety of businesses thrive with economic opportunity for all.~~ Holly Springs preserves its small-town charm, characteristics, and history through strategic transportation & land-use planning, economic development, and infrastructure management.

~~Engaged, Healthy & Active Community~~ Vibrant Community – ~~Holly Springs promotes fulfilling and rewarding lifestyles with abundant, healthy living options~~. Holly Springs provides a high quality of life with abundant amenities, exceptional customer service, and superior public services.

Organizational Excellence – Holly Springs is a leader in responsible and responsive government with a high-performing organization that meets the public service needs of its residents.

~~Responsible and Balanced Growth~~ ***[Merged with Growth Management & Economic Vitality]*** **–** ~~Holly Springs will continue to plan for future infrastructure and support a quality, balanced mix of land uses, while preserving its small town charm, characteristics, and history.~~

Community Safety ~~Safe and Friendly~~ – ~~Holly Springs is one of the safest communities in North Carolina with a welcoming spirit and inviting atmosphere.~~ Holly Springs is one of the safest communities in North Carolina built on a foundation of trust, respect, and community partnerships.

Economic Prosperity & Diversity

1. Enhance, attract, and engage diverse economic development opportunities.

Initiative 1.1: Concentrate business recruitment efforts and site-readiness programs in the target industries of Wake County Economic Development, specifically Life Sciences, Advanced Manufacturing, IT & Technology, Clean Tech & Smart Grid and Corporate or Divisional headquarters.

~~**Initiative 1.2:** Pursue site-readiness programs and infrastructure investments to boost the attractiveness of the Town's strategic sites.~~ [Remove, open-ended and part of initiative 1.1]

Initiative 1.3: Be a development resource to support, sustain, and grow small businesses, start-ups, and entrepreneurs.

2. Create a vibrant downtown center.

Initiative 2.1: Facilitate multi-modal accessibility to the downtown center, with an emphasis on walkability, pedestrian and bicycle safety.

Initiative 2.2: ~~Enhance place-making in the downtown area through beautification, branding, and artistic elements.~~ Enhance the public spaces and character of the downtown area through investments in signage, streetscapes, branding, and civic spaces as outlined in the Downtown Area Plan.

Initiative 2.3: ~~Explore interest and models for a Downtown Village District Business Consortium that provides an opportunity for the downtown business community to connect, collaborate, and liaise with the Town.~~ Explore partnerships and funding opportunities to advance investments in the downtown such as a Public Market, additional downtown parking, creating a festival street, and further development of Mims Park.

3. ~~Seek partnerships to drive economic development.~~ [Remove goal and add "partnership" element to another goal]

~~**Initiative 3.1:** Attract business partners that support amateur sports, hospitality and leisure tourism activities.~~ [Remove, open-ended initiative]

Engaged, Healthy & Active Community

1. Develop comprehensive parks and recreation amenity offerings to include a variety of parks, greenways, and recreation facilities.

Initiative 1.1: Prioritize recommended park improvements from the Sugg Farm and Mims Park concept plans and pursue amenity construction at each location.

Initiative 1.2: Advance design and construction of ~~the Cass Holt Rd Park~~ Eagles Landing Park to build the first park in Holly Springs west of Hwy 55.

Initiative 1.3: Complete Arbor Creek / Middle Creek and Utley Creek – Phase 1 greenways to establish significant connections between neighborhoods and downtown. Finalize Utley Creek Phase 2 greenway design alignment.

Initiative 1.4: Begin design and construction planning to complete the Jones Park Connector, Ting Park Connector, and Middle Creek to Camp Branch Greenway segments to enhance connectivity of the greenway network.

Initiative 1.5: Invest in playground safety surfacing, sunshade structures, and other amenity features in our parks and along our greenways. [Complete]

2. ~~Build partnerships to complement a~~ Provide a broad offering of cultural and recreational events and programming.

Initiative 2.1: Leverage mutually-beneficial partnerships to provide additional events and offerings to complement existing offerings by the Town.

3. ~~Provide a parks and recreation model with sustainable financial cost recovery policies.~~ [remove the goal but keep the initiative]

Initiative 3.1: Establish a funding strategy to advance priority park and greenway investments, including opportunities to leverage public-private and regional partnerships.

~~**Initiative 3.2**: Align with regional planning and connectivity goals to enhance competitiveness in applying for grants from regional, county, state, and federal sources for greenway and park development funding support.~~ [Remove Open-ended]

4. ~~Protect natural resources and provide healthy opportunities for generations to enjoy.~~ [Merge initiatives with other goals]

~~**Initiative 4.1**: Enhance sustainable operation and maintenance practices at parks and recreation facilities.~~ [Remove open-ended]

Initiative 4.2: Install informational signage to bring community awareness to the unique natural resource areas throughout town.

Initiative 4.3: Provide educational resources and materials to residents of the physical, social, and mental health benefits of outdoor activities and active lifestyles. [Complete]

Organizational Excellence

1. **As an employer of choice, we will retain and recruit a highly skilled workforce.**

   Initiative 1.1: ~~Invest in employee professional growth and development through continuous training, certifications, education, and professional accreditation.~~ Invest in employee skills training and leadership development at all levels in the organization.

   Initiative 1.2: Provide competitive pay and benefits and fulfilling workplace experiences that ~~recruits~~ attracts and retains top talent.

   Initiative 1.3: Expand employee diversity and inclusion.

   Initiative 1.4: Enhance recruitment tools, incentives, and/or benefits to attract a skilled workforce in difficult to fill positions. [Complete / elements included in initiative 1.1]

2. ~~**Leverage technology and innovative business approaches to enhance customer service and improve business efficiencies.**~~ **[New goal for customer service in "Vibrant Communities, some initiatives remain in "Organizational Excellence"]**

   Initiative 2.1: Invest in technology such as 311 system and the Town's website to improve internal efficiencies and external customer experience. [Complete]

   Initiative 2.2: Create and apply data-driven decision-making tools, including performance management and benchmarking, to enhance strategic and daily service delivery management.

   Initiative 2.3: Develop streamlined customer engagement processes for simple building or renovation permit requests and specialized customer service approaches to assist non-building industry experts in navigating permitting processes.

   Initiative 2.4: ~~Inventory and market the Town's "Smart City" initiatives, and pursue additional~~ Research and pilot Smart City initiatives that leverage data and technology to improve operational efficiencies and information sharing with residents.

3. ~~**Expand**~~ **Leverage community engagement opportunities to expand resident connections with their town government and community.**

   Initiative 3.1: Expand reach and integration of public safety and other town messages across various communication platforms such as print, social media, website, and other public engagement formats. [Complete]

   Initiative 3.2: Use 2021 Community Survey data to refine content, communication formats, and accessibility of Town's website. [Complete]

New Initiative 3.1: Complete refresh of town website to enhance usability and information sharing.

New Initiative 3.2: Plan and create a town-wide celebration of the sesquicentennial (150th) anniversary (in 2026).

New Initiative 3.3: Expand sense of place and belonging through celebrations, branding, and unique engagement experiences.

4. Ensure financial stewardship.

Initiative 4.1: Update and apply financial best management practices such as internal controls, budgetary enhancements, and asset management.

Initiative 4.2: Enhance financial metrics and policies to achieve credit rating upgrades that in turn lead to the lowest borrowing costs for taxpayers.

Initiative 4.3: Develop new Town-wide risk management program and reduce the Town's risk exposure and actual risk liability experiences.

Responsible and Balanced Growth

1. **Plan, maintain, and invest in sustainable and resilient water, sewer, and stormwater infrastructure.**

   Initiative 1.1: ~~Design and construct~~ Complete the Main St. right turn lane, NC55 Bypass right turn lane, Avent Ferry Rd realignment, and Holly Springs Rd. Phase II bond projects.

   Initiative 1.2: Develop a coordinated long-range master plan for water, wastewater, reclaimed, and stormwater systems.

   ~~**Initiative 1.3**: Manage Town assets to ensure the long-term sustainability and optimal efficiency of water, wastewater, and stormwater services.~~ [Remove, Open-ended and included in the above initiative]

   Initiative 1.4: Reduce Town facility energy consumption by 10% over the next 5 years (by 2028).

   Initiative 1.5: Implementation of a new yard waste cart model and resident convenience centers. [Complete]

2. **Support land use planning, policies, and partnerships that provide for sustainable and economic growth while balancing small town characteristics.**

   Initiative 2.1: Pursue a residential/non-residential tax base ratio of 70%/30%.

   Initiative 2.2: Leverage the Water Resource Management Policy in future development. [Complete]

3. **Establish sustainability and resiliency practices that balance the protection and preservation of historical and environmental assets with fiscal and operational efficiency. [Moved to Organizational Excellence]**

   ~~**Initiative 3.1**: Invest in reclaimed water utilization efforts to enhance conservation of natural resources.~~ [Remove - Open ended]

   Initiative 3.2: Develop a water, sewer and reclaimed asset management plan to ensure system integrity and identify needed maintenance and investments to handle future growth.

   Initiative 3.3: Engage staff and community partners to increase awareness and understanding of sustainability opportunities and practices.

   Initiative 3.4: Identify opportunities to transition Town light duty non-public safety vehicles to hybrid or electric, as appropriate.

4. Partner with neighbors to promote smart regional transportation infrastructure investments.

Initiative 4.1: Support an efficient and connected local and regional multi-modal transportation system through engagement on projects including the I-540 Southeast Extension and Wake Transit Plan.

~~**Initiative 4.2:** Secure funding partnerships for transportation, water, wastewater, and stormwater infrastructure that leverages regional opportunities for investments.~~ [Remove open-ended]

Initiative 4.3: Engage with Wake County, and other organizations as necessary, to promote best practices of waste management at the South Wake Landfill. [Complete]

5. Promote a diverse supply of housing options. [Merge goal/initiatives with land use planning goal]

Initiative 5.1: Evaluate and identify potential modifications to Vision Holly Springs Comprehensive Plan Section 1: Land Use & Character to support greater housing diversity, specifically along transportation corridors and targeted economic development areas.

Initiative 5.2: Establish criteria for Area Median Income (AMI) and percentage of workforce housing units within a development in order for a development project to be considered for fee or improvement credits.

Initiative 5.3: Update the Housing hub website as a resource for developers and residents seeking information on housing programs and data on housing in Holly Springs. [Complete]

NEW GOAL – Provide high quality public services and exceptional customer service.

NEW Initiative: Enhance resident notification capabilities for emergency situations and/or isolated customer service disruptions (e.g. watermain breaks, solid waste collection delays, etc.)

NEW Initiative: Implement final phase of 311 Customer Care Center technology capabilities through the implementation of AI generated "bot" interaction option for customer questions.

NEW Initiative: Establish facility management practices and procedures to maximize the life and return on investment for town owned facilities and assets.

Safe & Friendly

1. Maintain the Town's high level of public safety by applying professional best practices and policies.

Initiative 1.2: Invest in planning and development of Fire Station #3 to enhance the level of fire and medical response and emergency readiness. [Complete]

Initiative 1.4: ~~Apply for~~ Obtain Police Department CALEA accreditation, recognizing commitment to professional policing and national best practices and standards.

Initiative 1.6: Complete a Fire Department organizational self-assessment and draft a department strategic plan in preparation for seeking accreditation from the Center for Public Safety Excellence.

2. Plan for adequate public infrastructure that promotes a safe community.

Initiative 2.1: Deploy pedestrian safety devices and traffic control measures to enhance pedestrian and bicycle safety. [move to another priority area]

Initiative 2.2: ~~Design~~ Develop a network for an innovative and intelligent transportation system with NCDOT to assist in managing traffic congestion. [move to another priority area]

Initiative 2.3: Assess fire station coverage needs and potential locations for future Fire Stations 4 and 5.

3. ~~Cultivate a creative and friendly atmosphere that is welcoming to all cultures and the diversity of our residents and visitors.~~ Invest in innovative approaches to ensure a safe and welcoming community.

Initiative 3.1: Enhance citizen engagement and outreach events for police and fire.

Initiative 3.2: Identify innovative and receptive approaches to engage communities that are traditionally underserved. [move to another priority area]

Initiative 3.3: Develop policies, procedures, and/or mitigation strategies for management of property nuisance abatement. [move to another priority area]

Moved from Initiative 1.1: Promote a community-policing philosophy with an emphasis on purposeful policing building on "organic" partnerships, resident and business visibility and engagement, and unique approaches to ~~meet~~ address community needs and cultivate strong relationships~~.; and ensure law enforcement personnel are visible and able to interact with residents, visitors and business owners on a regular basis.~~

Moved from Initiative 1.3: Invest in data-driven, geo-based and analytical policing strategies to develop a more technologically advanced approach to crime prevention and investigations.

Moved from Initiative 1.5: Develop multi-disciplinary approaches and partnerships to address social, physical and mental health issues with the goal of interrupting recurring cycles and making appropriate referrals to organizations with subject matter expertise.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 25.

New Business
Title: Fiscal Year 2023-2024 Nonprofit Grants
Strategic Priority Area: Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Organizational Excellence
Safe & Friendly
Responsible & Balanced Growth
Staff Resource: Linda McKinney, Town Clerk, Linda McKinney, Town Clerk

Action(s):
Award grants to nonprofits in the following amounts recommended by Town Council's Grant Committee:

- Holly Springs Community Band $2,500
- Holly Springs High School Band Boosters $1,000
- InterAct $2,000
- For Girls Like Quaneisha $1,000
- Holly Springs Civitan $500
- Holly Springs Interfaith Alliance $500
- YMCA Camp GRACE $2,500
- Holly Springs High School Boys to Men Mentorship Program $1,000
- Kiwanis Club $1,500
- BeShe Inc. $500
- Western Wake Crisis Ministry $3,500
- Holly Springs MLK Jr. Committee $500
- Holly Springs High School PTSA $2,000
- People's Power Lab $500
- The Sword Conservatory $500

Explanation:

- The two-member Council Grant Committee met this month to evaluate the applications for the Civic Nonprofit Grants for Fiscal Year 2023-24 and determine funding recommendations for the full Council.
- The Council considers nonprofit civic grants for activities that support Council's strategic priorities, augment existing Town services, and activities that promote community well-being.

Background:

- The 2023-2024 Budget includes $20,000 in grant money for allocation to local civic

nonprofit organizations. In January, the applications were posted to the Town website and distributed to all groups who requested an application.
- Fifteen eligible organizations applied, requesting a total of $25,500.

Funding Source(s):

Town Clerk Operating Budget

Attachment(s):

1. 23-24 Combined Nonprofit Grant Applications
2. 2024 Grants Committee worksheet

TOWN OF HOLLY SPRINGS

Local Civic Nonprofit Grant Application Rules

The following are eligibility requirements and rules set by the Town Council for the Local Civic Nonprofit Grant Program:

Who May Apply:

1. Non-profit agencies that hold or have applied for 501(c)(3) tax status and that have been in existence with a credible history of financial responsibility for at least two years. Evidence of 501(c)(3) status should be provided in the grant application (either the 501(c)(3) number; a copy of the 501(c)(3) application; or a sworn affidavit).
2. Applicant organizations that have not been in existence for 2 years or that have not obtained or applied for 501(c)(3) status may apply under the umbrella of another eligible agency that will serve as the applicant and provide fiduciary responsibility.
3. Private individuals or groups requesting funding for capital improvements, enhancements, or landscaping on Town-owned or Town-leased property. Such applications will be subject to the prior-approval of the affected Town department(s) in charge of said Town property before submission of an application for funding.

Grants May Be Used:

1. To support activities which serve a public purpose;
2. To support activities that the Town is authorized by law to engage in;
3. For only up to 25% of general budget support of an applicant's agency's total annual capital and operating budget or no more than $2,500 per year, whichever is greater;
4. For only up to 25% of the costs for a specific public project or public event sponsored by the applicant agency and no more than $2,500 per year;
5. Up to 100% of the monetary cost of materials to provide capital improvements, enhancement or landscaping on Town-owned or Town-leased property, based on the applicant's ability to provide matching in-kind services or funding and based on the Town's desire for the proposed improvement.

Grants May NOT Be Used:

1. To support of any activity that does not serve a public purpose;
2. To financially benefit any one person or group of persons;
3. To support any election campaign, political party or political activity;
4. To support any activity or group that discriminates based on religion, cultural background, national origin, sex, age, sexual orientation or physical or mental disability.

Grant Limitations and Accounting Requirements:

1. Grants of $500 or less will not require matching funds from the applicant. 2.
Grants of $501 to $2,500 will require either:
   a. matching funds from the applicant, or;
   b. be no more than 25% of the applicants agency's total annual budget, or:
3. An applicant agency's prior year independent financial audit, if available, should be provided with application.
4. An applicant agency's current year operating budget must be provided with application. 5.
Applicant must demonstrate that facilities and projects will be accessible to people with disabilities.
6. All information requested on the grant application must be supplied or adequate reason given as to why information is not provided.
7. All applications, including financial information provided, are public records upon submission to the Town, and therefore subject to public inspection upon request.
8. Any additional information requested by the Town's finance department will be provided upon request.

9. **Grant funds awarded for public projects or events**: Receipts for purchases and services paid for from grant funding must be provided to the Town and should total the amount of the grant request. Receipts should be submitted to the Town within 15 days of expenditure. Failure to provide receipts may result in the forfeiture of remaining grant funds.
10. **Grant funds awarded for public projects or events**: Any unspent grant funds as of June 30 must be returned to the Town of Holly Springs within 15 days, or July 15, whichever is earlier. Grant funds may not be saved from year to year, but agencies can reapply for the funding in the following fiscal year. Applicant agencies that do not return unspent grant funds or provide evidence that the funds have been spent on qualified expenditures will not be eligible to apply for funding in the following fiscal year.
11. **Grant funds awarded for general budget support of an applicant agency**: Receipts do not have to be provided; however, a general accounting of how Town funds were expended during the year must be submitted along with the agency's grant application in the following year in order for the applicant agency to be considered for future funding. 12. Any application that is incomplete or does not meet the above criteria will not be considered for funding.
13. The Town may award the entire amount, any portion, or none of the funds requested in any application.
14. The Town may or may not allocate all funding available in the Special Programs Contributions item of the budget.
15. Applicant agencies should not anticipate that funding will be made in future years and should not plan annual budgets that would depend on funding from the Town, as that may not be possible.

Applications will be evaluated in the following manner:

The Town Clerk will review applications for completeness and timeliness. The Town Clerk will conduct a pre-evaluation criteria check to ensure only eligible applications are advanced to the assessment stage. If an application fails to meet any of the below criteria the application will not be considered for a grant award in the current fiscal year.

- Has a complete application been received on-time, including required financial documentation and proof of 501(c)(3) status?
- Will funds be spent for a public purpose?
- Will funds be spent on an activity the Town is authorized by law to engage in? • Will funding from the Town amount to no more than $2,500, or no more than 25% of an applicant agency's total budget or project budget, whichever is greater?
- Does the applicant demonstrate that facilities and projects will be accessible to people with disabilities?

A review committee of Town staff will be formed to evaluate applications on a set of defined criteria. The staff review committee will be comprised of at least three Town staff, as directed by the Town Manager. All applications will be assessed on the following criteria:

- Will the agency, project, or event receiving support be reasonably available to all residents of Holly Springs?
- Is the funding organization locally based or providing a direct tangible impact on life in Holly Springs?
- What amount of funding is requested?
- Does the activity support the Town's strategic priority areas?
- Does the organization have year-round managerial leadership or an active board?

A committee consisting of two Councilmembers will evaluate grant applications based on criteria scoring provided by Town staff. This committee will provide funding recommendations for applicants to be approved by Town Council.

Timeline:

January 9, 2023 – March 5, 2023 – Applications are made available to organizations. Emails are sent to organizations who applied in the past or who have requested to be added to the email list. Notification will also appear on the web page and the Town's social media accounts.

March 6 – March 7, 2023 – Applications reviewed by Town Clerk's office for compliance; March

2023 - Applications scored by Staff Committee and forwarded to Council Grants Committee March

- April 2023 – Council Grants Committee meets to evaluate applications

)23 – Grants Committee makes recommendations to full Council, who votes on appropriations.

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: BeSHE Inc

Mailing address: 711 Verdoucq Dr

Current Presiding Officer: Shonquella Terrell

(Check one)

Legal Status: Private non-profit corporation Unincorporated civic group Other (Please describe below) Date Organization Formed or Chartered:

Agency 501 C-3 Number: Or, Federal Tax ID Number: 501(c)(3) - 87-1480935

Amount and Type of Town funds requested: $ 500.00 for (check below all that apply) Capital Costs (construction, large specific purchase)
Operating Costs
Project / Event Costs

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The proposed program for which BeSHE is applying to the Town of Holly Springs Local Civic Organization Grant Program involves providing support and assistance to victims of domestic violence in the community. BeSHE, a 501(c)(3) nonprofit organization, has already been actively involved in offering initial assistance to domestic violence victims, such as securing discounted rate rooms at a local motel to serve as safe havens for those in need.

Through the efforts of BeSHE, individuals experiencing domestic violence have been provided with a supportive environment to start rebuilding their lives. This assistance has been made possible through various fundraising initiatives conducted by BeSHE throughout the year.

In addition to its ongoing efforts, BeSHE has garnered recognition from local law enforcement, exemplified by Sargent Melissa Oattway's acknowledgment of BeSHE's support in a recent domestic violence situation within the community. Sargent Oattway has emphasized the importance of specific training required to effectively address domestic violence incidents.

Therefore, the purpose of seeking grant funding from the Town of Holly Springs is to obtain the designated training necessary to enhance BeSHE's ability to support domestic violence victims effectively. This training will further empower BeSHE to step up in emergency situations, provide comprehensive assistance, and contribute to the overall safety and well-being of the Holly Springs community.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.

BeSHE seeks to use the grant funds to obtain essential training for its members, particularly focusing on domestic violence response and support techniques. This training will enhance the organization's capacity to effectively assist domestic violence victims in the community. By ensuring that its team is well-trained and equipped to handle emergency situations, BeSHE can provide more comprehensive and impactful support to those in need. Enhance Website: Additionally, BeSHE intends to allocate a portion of the grant funds to enhance its website. A more robust and user-friendly website will serve as a central hub for information, resources, and outreach efforts related to domestic violence awareness and support services. This enhanced online presence will help BeSHE reach a broader audience within the Town of Holly Springs and beyond, raising awareness about domestic violence issues and providing a platform for individuals to seek help and support.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

BeSHE utilized the funding provided for the NCCADV (North Carolina Coalition Against Domestic Violence) training in Winston-Salem to enhance its expertise in handling domestic violence situations effectively. This training equipped BeSHE with valuable knowledge, skills, and resources to better support victims of domestic violence within the Holly Springs community.
Additionally, BeSHE incurred expenses related to travel, specifically gas mileage, to attend the training in Winston-Salem. This allowed BeSHE members to physically attend the training sessions, ensuring they could fully engage with the material and network with other professionals in the field.
Furthermore, BeSHE participated in other training resources, such as the Called to Peace Minsities retreat, to further develop its understanding of domestic violence dynamics and improve its ability to provide support services. These additional training opportunities complemented the NCCADV training and contributed to BeSHE's comprehensive approach to addressing domestic violence issues.
It's important to note that expenses related to translation services and hotel accommodations were not included in the funding usage, as BeSHE sought to maximize the allocated funds for essential training and travel expenses directly related to skill development and knowledge enhancement.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

Town of Holly Springs $ Amount % of Annual Budget

United Way $ Amount % of Annual Budget Wake County $ Amount % of Annual Budget Foundations $ Amount % of Annual Budget Federal $ Amount % of Annual Budget Grants $ Amount % of Annual Budget

State of N.C. $ Amount % of Annual Budget Other Private Funding $ Amount % of Annual Budget

Fundraisers $ Amount % of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

BeSHE used the funding to invest in training and professional development opportunities for its staff and volunteers. This could involve attending conferences, workshops, and seminars related to domestic violence prevention, intervention, and victim support. Additionally, funds might have been allocated for certifications or specialized training programs to enhance the organization's expertise in serving survivors.
Community Outreach and Education: Funding have been directed towards community outreach initiatives aimed at raising awareness about domestic violence and promoting prevention strategies. This might include hosting educational events, distributing informational materials, conducting awareness campaigns, and collaborating with local schools, businesses, and community groups to reach a wider audience.
Technology and Infrastructure:

BeSHE used the funding to invest in technology and infrastructure improvements to enhance its operational efficiency and effectiveness. This could involve upgrading communication systems, purchasing software for case management or data analysis, or improving the organization's website to better connect with survivors and provide resources online.
Evaluation and Impact Assessment: A portion of the funding have been allocated towards monitoring and evaluation activities to assess the impact of BeSHE's programs and services. This could involve collecting data, conducting surveys or interviews with clients, and analyzing outcomes to measure the effectiveness of interventions and inform future decision-making.
Overall, the funding received from the Town of Holly Springs last year have been used strategically to support BeSHE's mission and advance its efforts to combat domestic violence in the community.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:
Completed application

Attachment 1 - Copy of current year budget, if applying for more than $500

Attachment 2 - Copy of most recent independent audit, if applying for more than $500
(If you do not have an independent audit, please write “n/a” in the space to the left.)

Attachment 3 - Excel spreadsheet financial statement for your organization.

NONPROFIT OPERATING BUDGET TEMPLATE

BeShe, Inc.

711 Verdoucq Dr.

Organization City, NY 11101

(919) ???-????

besheinc@gmail.com

FISCAL YEAR	2023	PREVIOUS FISCAL YEAR	2022

REVENUE	CURRENT YEAR BUDGET	YEAR-TO-DATE ACTUALS	PREVIOUS YEAR BUDGET	PREVIOUS YEAR ACTUALS
Donation Box	$ -	$ 200.00	$ -	$ -
Individual Donation	$ -	$ 345.00	$ -	$ 800.00
Fundraising 1	$ -	$ 815.00	$ -	$ 489.00
Fundraising 2	$ -	$ -	$ -	$ -
Grants	$ -	$ 500.00	$ -	$ -
Other	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
TOTAL YEARLY REVENUE	$ -	$ 1,860.00	$ -	$ 1,289.00

EXPENSES	CURRENT YEAR BUDGET	YEAR-TO-DATE ACTUALS	PREVIOUS YEAR BUDGET	PREVIOUS YEAR ACTUALS
Salaries and Wages	$ -	$ -	$ -	$ -
Office/Meeting Supplies	$ -	$ 295.00	$ -	$ 229.00
Program Supplies	$ -	$ 359.00	$ -	$ 195.00
Fundraising 1 Expenses	$ -	$ 389.00	$ -	$ 289.00
Fundraising 2 Expenses	$ -	$ -	$ -	$ -

*	Pier Diem Meals	$ -	$ -	$ -	$ -
*	Lodging	$ -	$ 230.00	$ -	$ 150.00
*	Traveling Fee	$ -	$ 229.00	$ -	$ 125.00
	Volunteer Recruitment	$ -	$ 250.00	$ -	$ 60.00
	Other	$ -	$ -	$ -	$ -
	Other	$ -	$ -	$ -	$ -
	Other	$ -	$ -	$ -	$ -
	TOTAL YEARLY EXPENSES	$ -	$ 1,752.00	$ -	$ 1,048.00

	YEAR BUDGET	YEAR ACTUAL
TOTAL YEARLY REVENUE	**$ -**	**$ 1,860.00**
TOTAL YEARLY EXPENSES	**$ -**	**$ 1,752.00**
TOTAL YEARLY OPERATING OVERAGE/SURPLUS	**$ -**	**$ 108.00**

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: William Hill(Boys 2 Men of Wake County, Inc.)

Mailing address: P.O Box 23 Holly Springs rd, 27540

Current Presiding Officer: Founder

Mailing address: _____

Telephone: 919-745-0432 Fax: _____ E-Mail: boys2menmentoring47@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: _____

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 88-3179478

Amount and Type of Town funds requested: $ 2500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☒ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The mission of Boys 2 Men of Wake County,Inc. is to enhance the personal productivity of students by affecting their self image, personal expectations and self awareness thereby positively impacting their social interaction, contribution, communication skill set and academic performance.

B2M promotes the improvement of academic success, retention, and graduation of students through mentoring activities and support programs that encourage academic excellence, self-esteem, and personal growth of participating students.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

With these funds it will help with our goal to raise money to go to Washington ,DC in the spring this year.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

If these funds are reduced it will jeordize our DC trip.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 1000	Amount	100	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☐	Other Private Funding	$	Amount		% of Annual Budget
☑	Fundraisers	$ 1000	Amount	100	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

Yes we recieved $1000 which we are so thankful , we were able to provide an Back to school drive in August and haircuts.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant

1/23/21
Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☐ **Completed application**

☐ **Attachment 1** - Copy of current year budget, if applying for more than $500

☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
(If you do not have an independent audit, please write "n/a" in the space to the left.)

☐ **Attachment 3** - Excel spreadsheet financial statement for your organization.

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: For Girls Like Quaneisha Mentoring Program

Mailing address: 160 Riverwood Drive Fuquay Varina, NC 27526

Current Presiding Officer: Quaneisha Smith, Executive Director

Mailing address: 160 Riverwood Drive Fuquay Varina, NC 27526

Telephone: 919-721-0727 Fax: _____ E-Mail: qsharis1@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: November 22, 2019

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 84-4069869

Amount and Type of Town funds requested: $ 2,500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☐ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

Our organization is applying for the Holly Springs Local Civic Organization Grant Program to fund the following programs/projects: 1. Website Optimization- This grant will allow to upgrade and enhance our current website to make it more user friendly and accessible. 2. Curriculum- We would to purchase a curriculum that can be used to teach the girls in the mentoring program. 3. End-of-Year Banquet/Fundraiser- This year we would like to have an end-of-year banquet to honor the mentees, staff members, volunteers and donors. Moreover, the end of year program will also serve as a fundraiser to raise funds for our organization. Specifically, this grant will support us with securing a venue, catering company and event planner for the end-of-year banquet.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

Specifically these funds will help us acquire more mentees, volunteers and donors. The website optimization will help us draw a wider audience to our website thus increasing mentees, volunteers and donors. In addition, purchasing a curriculum will allow us to better serve the mentees by providing instruction on topics that matter most to girls. Lastly, the end-of-year banquet/fundraiser will allow us to honor our mentees, volunteers and donors while raising funds to build capacity in our organization.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

The impact on our program will be great if funds are reduced or not provided. Specifically, we will be unable to improve SEO and website security and accessibility. In addition, without these funds it will be more challenging to meet the needs of the girls via interactive instruction without a solid curriculum. Lastly, without these funds it will be a challenge to have an end-of-year banquet/fundraiser to honor the mentees, volunteers and donors.

4. **FINANCIAL INFORMATION**
A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☒	Town of Holly Springs	$ 2,500.00 Amount	14.9	% of Annual Budget
☐	United Way	$ _____ Amount	_____	% of Annual Budget
☐	Wake County	$ _____ Amount	_____	% of Annual Budget
☐	Foundations	$ _____ Amount	_____	% of Annual Budget
☐	Federal	$ _____ Amount	_____	% of Annual Budget
☒	Grants	$ 10,000 Amount	59	% of Annual Budget
☐	State of N.C.	$ _____ Amount	_____	% of Annual Budget
☒	Other Private Funding	$ 3,240 Amount	20	% of Annual Budget
☒	Fundraisers	$ 1,000 Amount	5.9	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

The funding that we received last year from the Town of Holly Springs was used for the month-to-month operations of the orgnization. Specifically, we used the funds to rent a facility two times per month. We also used the funding to have special programs such as an Etiquette Program, Knitting Program, etc. Lastly, we used these funds to provide lunch and snacks for the participants as well.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant

3/3/2024
Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

- ☒ **Completed application**
- ☒ **Attachment 1** - Copy of current year budget, if applying for more than $500
- ☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
  (If you do not have an independent audit, please write "n/a" in the space to the left.) n/a
- ☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

For Girls Like Quaneisha Mentoring Program
Fiscal Year 2024 Organizational Operating Budget
January 1, 2024--December 31, 2024

Expenses	Budget
Payroll & Benefits	$0
Professional Fees -- Bookkeeping, Audits, & Legal	360
Printing and Reproduction, Advertising & Marketing	0
Travel/Mileage Reimbursement	0
Rent (venue)	4,920
Insurance (liability, directors & officers	600
Supplies (office & field)/ Props for Lessons/Curriculum/	1,000
Bank Fees & Payroll Processing Fees	0
Postage/ PO Box	360
Food-Mentoring Sessions	3,000
Equipment and Software	1,000
Internet Access & Web Page Design	1,000
Special Programs for the Mentoring Sessions	3,000
General Fundraising Expenses	1,000
Referral Rewards	0
Guest Speakers	0
T-Shirts	0
Giveaways/door pries	**$500**
Total Expenses	16,740.00

Total	

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

FOR GIRLS LIKE QUANEISHA MENTORING PROGRAM

the original of which was filed in this office on the 22nd day of November, 2019.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of November, 2019.

Elaine F. Marshall

Secretary of State

Certification# C201930800624-1 Reference# C201930800624-1 Page: 1 of 4
Verify this certificate online at http://www.sosnc.gov/verification

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
06/10/2021
Employer ID number:
84-4069869
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 22, 2019
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053455003041

FOR GIRLS LIKE QUANEISHA MENTORING
PROGRAM
160 RIVERWOOD DRIVE
FUQUAY-VARINA, NC 27526-5647

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

For Girls Like Quaneisha Mentoring Program

Statement of Activity

January - December 2023

	TOTAL
Revenue	
Contributed income	
Donations directed by individuals	3,572.43
Total Contributed income	**3,572.43**
NCSU Grant	2,060.00
Total Revenue	**$5,632.43**
GROSS PROFIT	**$5,632.43**
Expenditures	
Advertising & marketing	71.97
Website ads	409.85
Total Advertising & marketing	**481.82**
Occupancy	
Rent	1,390.00
Total Occupancy	**1,390.00**
Office expenses	
Bank fees & service charges	35.00
Total Office expenses	**35.00**
Total Expenditures	**$1,906.82**
NET OPERATING REVENUE	**$3,725.61**
NET REVENUE	**$3,725.61**

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs High School Band Boosters

Mailing address: 5329 Cass Holt Rd., Holly Springs, NC 27540

Current Presiding Officer: Jaimie Russell, President

Mailing address: 5329 Cass Holt Rd., Holly Springs, NC 27540

Telephone: (304) 906-9519 Fax: _____ E-Mail: jaimierussell@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 2006

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 11-3787117

Amount and Type of Town funds requested: $ 2500 .00 for (check below all that apply)

☒ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☐ Project / Event Costs

---

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The Band Boosters organization was formed to support our ensembles because the band program relies mostly on funds raised by parent volunteers, student led campaigns, and participant fair share dues. Band funding covers all aspects of the program such as: music rights, production sets, instruments, staff for educational enrichment, transportation to community functions/performances, and scholarships for students who cannot afford dues.

Through the program students have opportunities to flourish as musicians, performers, and people as the band program encompasses the following facets: Golden Hawks Regiment (marching band), two concert groups, jazz and chamber ensembles, indoor percussion, and an expansive guard program (including elementary and middle school participation).

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

As the only high school serving Holly Springs, we have seen tremendous growth in student population as well as in our band program. Storage for some of our equipment and supplies were relocated from a 16 year old inoperative and unsightly equipment truck to a new stand alone storage building with help from the Town's grant last year. This year, the grant would provide funding for the materials required to build an additional storage shed to house equipment and our utility vehicle for our award winning marching band to use at home football games as well as for marching competitions. We have secured teacher oversight/instruction and student participation for the build as part of a construction class enrichment project. Maintaining a thriving music and arts programs for the high school is a benefit to the student population in our town.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

If we need to carve out funds from the operating budget to purchase supplies for this project we would likely have to reduce some of our community performances or increase fair share payments for our students next year.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 2500	Amount		% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☐	Other Private Funding	$	Amount		% of Annual Budget
☐	Fundraisers	$	Amount		% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

Last year we gratefully received $2,500 from the Town. Those funds were used for the construction of a new 15'x30' storage shed. The HSHS construction teacher built the shed with his students as a class project and with the addition of the new shed we were able to get rid of a 16 year old inoperative and unsightly equipment truck that we were using for storage of equipment.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Jaimie Russell 03/03/2024

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☒ **Completed application**

☒ **Attachment 1** - Copy of current year budget, if applying for more than $500

☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
N/A (If you do not have an independent audit, please write “n/a” in the space to the left.)

☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

Proposed Budget				
For School Year 2023-2024				
			2023-2024	
	Description		**Proposed**	
Income				
	Grants		$2,000.00	
	Corporate Sponsor		$2,500.00	
	Music Sponsorship		$200.00	
	Donations		$0.00	
	Performance Income		$300.00	
	Fair Share-Marching	80	$76,300.00	
	Fair Share-Classroom	95	$9,800.00	
	Fundraiser: HT VIC Card		$200.00	
	Fundraiser: Car Wash		$300.00	
	Fundraiser: Spirit Night		$300.00	
	Fundraiser: PNC		$7,000.00	
	Fundraiser: Ornaments		$100.00	
	Fundraiser: Poinsettias		$2,000.00	
	Other			
	Total Fundraising		$9,900.00	
			2023-2024 Proposed	
			Marching	**Classroom**
Expenses				
	Instruments:Percussion Supplies		$250.00	$250.00
	Student Awards and Gifts		$1,000.00	$1,000.00
	Student Scholarships		$750.00	$750.00
	Student Leadership Camp and Registration		$750.00	
	Bad Debts		$100.00	
	Accounting Expense		$400.00	$400.00
	Bank Charges and Business Expense		$650.00	$650.00
	Instruction:Clinicians		$23,000.00	$1,000.00
	Directors Expense			$400.00
	Concert Expense			$300.00
	All District/All State			$600.00
	Mailing and Office Supplies		$200.00	$200.00
	Music/Show/Drill-Marching		$12,000.00	
	Music/Class and Concert			$1,000.00

Proposed Budget				
For School Year 2023-2024				
	Instruments: Instrument Supplies		$100.00	$100.00
	Band Room Expense			$600.00
	Meals: Band Banquet		$1,000.00	$1,000.00
	Meals: Parent Preview and Football		$3,400.00	
	GHR:Theme T Shirts		$1,100.00	
	GHR Visual Package		$13,000.00	
	Uniform Alterations		$200.00	
	Band Camp:Food		$8,100.00	
	Equipment Expense		$500.00	
	Field Maintenance and Lights		$400.00	
	Truck and Workmen Expenses		$1,200.00	
	Travel: Truck Rental		$600.00	
	Travel: Bus Driver Charges		$1,200.00	$300.00
	Contest and Competition Fees		$1,200.00	$350.00
	BOA Trip/JMU Competition		$8,000.00	
	Competition meals		$200.00	
	Virtual/Online			$900.00
	Expense Totals		$79,300.00	$9,800.00
	Calculations for Fair Share using Estimated Year End Amounts			
		Budget	Marching	Classroom
	Expense Totals		$79,300.00	$9,800.00
	Less: Carryover		$3,000.00	
	Calculations for Fair Share			
	Marchers	80	$953.75	
	Classroom Students	95		$103.16

Tyvek
HomeWrap

ASSETS	Value		AND NET	Balance
banks and	$134,805		on vehicles and	
marketable			on real estate	
vehicles &			loans	
estate			liabilities (itemize)	
assets	$13,979		Revenue)	$1,603
			TOTAL LIABILI	**$1,603**
TAL ASSETS	**$148,784**		**NET WORTH**	**$147,181**

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs Civitan Club

Mailing address: 108 Wallsburg Court, Cary, NC 27518

Current Presiding Officer: Kelly O'Hara

Mailing address: 2624 Avent Ferry Road, Holly Springs, NC 27540

Telephone: (919) 971-7628 Fax: _____ E-Mail: kohara2@wcpss.net

(Check one)

Legal Status: ☐ Private non-profit corporation ☐ Unincorporated civic group ☒ Other (Please describe below)

Date Organization Formed or Chartered: _____

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 26-1434085

Amount and Type of Town funds requested: $ 500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☒ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The Holly Springs Civitan Club is a member of the Civitan International which advocates for people with developmental and intellectual disabilities. The Holly Springs Civitan Club fulfills this mission by: 1) sponsoring educational forums (such as the annual Resource Fair which brings organizations together to provide resources for parents/guardians of special needs children/adults) and 2) hosting events that bring the community together in an uplifting fashion to help make Holly Springs an even better place to live. The two biggest events are: 1) the annual Trunk or Treat held in October at the United Methodist Sunrise Church, and 2) the annual Holly Springs Steppin Out Dance held in the Spring for the past ten years (excluding two years due to Covid). The Dance is a prom that celebrates the lives of residents who have special needs and has had more than 300 dances and volunteers gather at the Sunrise Church. It is a magical and moving event for all participants. The next dance is scheduled for Friday May 17, 2024,

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

We seek to bring together residents of all abilities and races where everyone is equally cherished and loved. We seek to help strengthen the community and to show others why Holly Springs is such an outstanding place to live. The 2 years we weren't able to have the dance due to Covid makes us appreciate this amazing event even more. 2024 is the third year we'll have this event after that Covid break. We are so excited and looking forward to this.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

The grant is critical to the operation and planning for the Dance. The church provides space for free and the Civitan provides all the funding for things such as the DJ, decorations, and supplies. The Dance typically costs approximately $1,000 to put on, and is in addtion to the $600 the Civitan funds for the annual Trunk or Treat event and Resource Fair. Holly Springs Civitan is a very small volunteer organization that relies on community grants and donations from local businesses to support our events. The Town of Holly Springs has been very supportive in the past with $500 grants including a $500 grant we received last year.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 500	Amount	42	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☑	Other Private Funding	$ 400	Amount	33	% of Annual Budget
☑	Fundraisers	$ 300	Amount	25	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

$500 funding last received in 2023. As stated above, all funding is used for 3 primary purposes - 1) the annual Steppin Out Dance, 2) the annual Trunk or Treat event, and 3) the annual Resource Fair to educate parents/guardians of locally available provider agencies for special needs resources.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

3/2/2024

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

- ☒ **Completed application**
- ☐ **Attachment 1** - Copy of current year budget, if applying for more than $500
- ☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
  (If you do not have an independent audit, please write “n/a” in the space to the left.)
- ☐ **Attachment 3** - Excel spreadsheet financial statement for your organization.

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

$500 funding last received in 2023. As stated above, all funding is used for 3 primary purposes - 1) the annual Steppin Out Dance, 2) the annual Trunk or Treat event, and 3) the annual Resource Fair to educate parents/guardians of locally available provider agencies for special needs resources.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

David Kiernan — 3/2/2024

Signature of Executive or Applicant — Date

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs Community Band

Mailing address: PO Box 1164, Holly Springs, NC 27540

Current Presiding Officer: Debbie Dunn-Smoot

Mailing address: 4200 Banks Stone Drive, Raleigh, NC 27603

Telephone: 984-242-4549 Fax: _____ E-Mail: dunnsmoot@aol.com

(Check one)

Legal Status: ☐ Private non-profit corporation ☐ Unincorporated civic group ☒ Other (Please describe below)
A public charity 170(b)(l)(A)(vi)

Date Organization Formed or Chartered: 12.19.2006

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 20-5486357

Amount and Type of Town funds requested: $ 2,500 .00 for (check below all that apply)
☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☒ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The grant funding will play a pivotal role in supporting the Holly Springs Community Band's unwavering commitment to being recognized as the 'Town's Band.' Despite boasting a talented group of musicians and delivering exceptional programs, our ability to promote concerts effectively, along with the Cultural Center's ticket fees, has resulted in a decline in attendance. Unlike other local community bands that offer free concerts, our ticketed events might pose a barrier for some community members.

Recognizing this challenge, we have met with the new Events & Performance Manager for Holly Springs to help us develop an enhanced marketing program. This initiative aims to elevate our visibility within the Holly Springs community through multimedia content, including videos, photos, advertising, and other digital marketing channels. Given our financial constraints, hiring professionals for this task is beyond our budget, prompting us to actively recruit volunteers to boost our digital exposure townwide.

In the previous year, prudent measures, such as recycling most of our concert music, allowed us to control costs. However, anticipating a higher music budget this year, we are allocating resources accordingly.

Our efforts to increase advertising involve an expanded campaign, including posters, ticket giveaways, and transportation services to various assisted living communities in our vicinity. With four concerts at the Cultural Center and four outdoor community events scheduled for 2024-2025, our expenses, driven by increased music costs and additional transportation needs, are expected to rise significantly. To enhance the quality of our marketing effort, we are considering hiring a sound technician and/or a videographer to record our concerts.

It's worth noting that the Holly Springs Community Band handles all stage setups and percussion equipment movement during rehearsals and performances. Transportation of band-owned equipment to outdoor performances, along with the purchase of some necessary percussion instruments, will further contribute to our financial requirements.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

We contribute to the cultural fabric of the growing Holly Springs Community by providing live musical performances. As a small yet dynamic 45-member wind ensemble, we take pride in providing an accessible gateway for people of all ages, from children to senior citizens, to engage with and relish the magic of live music. We also offer a platform for musicians of various skill levels to continue practicing and developing their musical abilities. This includes both amateur musicians and those who may have played professionally in the past. Community bands often include members from different age groups, fostering intergenerational connections. This mix of experience levels and backgrounds creates a supportive environment for learning and collaboration.

Despite our size, we consider ourselves a mighty force within the community, eagerly anticipating our role in local events, festivals, and future celebrations. Engaging with the community through performing at the Farmers Market, Salamanders baseballgames, and other outdoor concerts, in addition to our Cultural Center performances, is a prospect we eagerly look forward to.

Recognizing this challenge, we aim to use the grant to enhance our promotional efforts, making it clear that the support received will not only help maintain the band's quality but also enable us to explore avenues for more accessible concert experiences, fostering greater community engagement.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

At present, The Holly Springs Community Band faces unique challenges due to contractual obligations with the Cultural Center, preventing the provision of 'Free Tickets' as commonly done by other local community bands. Unlike some community bands, we do not receive any funds directly from our performances, as the Cultural Center cuses the ticket money to cover their operating costs.

Soliciting donations under these circumstances becomes a challenging endeavor. As a result, our primary source of financial support is the Town of Holly Springs' grant. This grant is instrumental in sustaining our operations and ensuring the continuity of our performances. The grant underscores our dependence on the community's generosity, as it serves as a vital lifeline for covering our operational needs.

Without the invaluable support from the Holly Springs Grant, our ability to maintain the current level of performances would be severely compromised. Scaling back our engagements would not only impact the band's visibility and cultural contributions but also limit the opportunities for the community to experience the joy and enrichment that live musical performances bring. As such, the grant plays a crucial role in upholding the vibrancy and continuity of the Holly Springs Community Band, and we remain grateful for the town's ongoing support.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 2,000	Amount	87	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☑	Other Private Funding	$ 300	Amount	13	% of Annual Budget
☐	Fundraisers	$	Amount		% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

In 2023, the Holly Springs Community Band showcased their musical talents through three town concerts at the Cultural Center and participated in two community events—the Triangle Community Band Festival and a performance prior to a Salamanders game at Ting Park.

While facing the lingering effects of the Covid-19 pandemic, some band members chose not to return, necessitating the addition of new members. This expansion prompted the acquisition of new Band Uniform shirts, with the cost of the shirts only partially covered by the new members.

Percussion equipment transportation costs (truck rentals) to the two outdoor venues were our second-highest expense. Another significant expense was dues paid to the Association of Concert Bands, which provides us with a blanket performance license for the music that we perform in public.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

2/28/2024

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☒ **Completed application**

☒ **Attachment 1** - Copy of current year budget, if applying for more than $500

☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
n/a (If you do not have an independent audit, please write "n/a" in the space to the left.)

☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

Holly Springs Community Band
Profit & Loss
January through December 2023

	Jan - Dec 23
Ordinary Income/Expense	
Income	
Income-Direct	
Corporate Contributions	2,000.00
Donations - Members	100.00
Donations - Non-Members	200.00
Total Income-Direct	2,300.00
Income - Indirect	
Amazon, Benevity, Other	73.35
Shirt Purchases-Members	340.00
Total Income - Indirect	413.35
Total Income	2,713.35
Gross Profit	2,713.35
Expense	
Bank Charges	8.90
Dues & Licenses	446.00
Equipment - Transportation	280.11
Music Purchases	60.34
Shirt Purchase	1,251.83
Travel and Meetings	259.79
Total Expense	2,306.97
Net Ordinary Income	406.38
Net Income	**406.38**

2022 Financial Audit for Holly Springs Community Band, February 2023.

Financial Statements

Copies of a Treasurers Report were available for each board meeting held during 2022. Two Board meetings were held. Minutes were available for review.

Bank statements for January to December 2022 were included and beginning / ending balances were verified as a match against the financial statements.

Cash Receipts

Several random deposits were verified against the bank statement, the financial statement and deposit slips.

Donation Records

There were 2 small cash donations recorded, and the balance were checks. The cash donations were checked against and bank statements and confirmed. Four check donations were selected and compared to the QuickBooks financial report and the bank statements.

Disbursements

A total of 9 checks were written all year. Since the audit was done on 2 different days, for scheduling purposes, separate samples were picked for comparison to the bank statements, so 5-6 disbursements out of the 9 were confirmed the same. Two electronic disbursements to Go-Daddy for web hosting were confirmed against the receipts as well.

Reconciliations

Bank reconciliations were done monthly & are included for verification against statement.

Accounts Payable

There were no outstanding payables.

Federal Reporting Obligations

Form 990-N was filed with IRS for year 2022. Copy is attached.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Holly Springs Community Band, as of December 31, 2022, and the financial position and its cash flow followed the accounting principles generally accepted in the United States of America

Katie McAnally _____ 2/27/23

Nathan McAnally _____ 2/27/23

Holly Springs Community Band
Profit & Loss
January through December 2023

	Jan - Dec 23
Ordinary Income/Expense	
Income	
Income-Direct	
Corporate Contributions	2,000.00
Donations - Members	100.00
Donations - Non-Members	200.00
Total Income-Direct	2,300.00
Income - Indirect	
Amazon, Benevity, Other	73.35
Shirt Purchases-Members	340.00
Total Income - Indirect	413.35
Total Income	2,713.35
Gross Profit	2,713.35
Expense	
Bank Charges	8.90
Dues & Licenses	446.00
Equipment - Transportation	280.11
Music Purchases	60.34
Shirt Purchase	1,251.83
Travel and Meetings	259.79
Total Expense	2,306.97
Net Ordinary Income	406.38
Net Income	**406.38**

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs Inter-faith Alliance (HSIA)

Mailing address: _____

Current Presiding Officer: Mark Savoldi

Mailing address: 3134 Holly Green Lane, Holly Springs NC 27540

Telephone: 919-656-7342 Fax: _____ E-Mail: marksavoldi@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 11/18/20

Agency 501 C-3 Number: 85-3954525 Or, Federal Tax ID Number: _____

Amount and Type of Town funds requested: $ 500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☒ Project / Event Costs

---

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The mission of the HSIA, which is comprised of the different faith communities within Holly Springs, NC, is to work together towards unity, love, and acceptance for the betterment of all people in the community by providing a platform rooted in service, leadership, education, and sharing.
Using each of our unique faiths to promote a united understanding, appreciation, and love amongst the community's diverse population that recognizes the divine worth of all people.
We recognize and affirm our differences.
Providing opportunities for community members to serve together towards common goals, such as:
- Standing firm against discrimination, racism, and division within the community
- Working closely with Local Government and Community Organizations to ensure the safety and livelihood of community members
- Leading programs to foster service in the community
- Committing to eliminate poverty, hunger, and homelessness
- Honoring each other's religious festivities, whenever possible, and sharing together in an effort to learn and build relationships

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

HSIA is specifically seeking grant funds to aid in multiple opportunities throughout the year. Funding will help with: * Printing of educational information to hand out at events (ex: Holly Fest) * Supplies for some events that include Town service opportunities (ex: Road Cleanup, Greenway cleanup) * Social Media assistance to help us become more known for greater impact * Block Party supplies for serving in-need neighborhoods (ex: Block Party at Maple Ridge Apartments) (* Continued projects that represent HSIA and it's purpose including displays (ex: world map display @ Town events) * Continued projects that encourage engagement with community. * Administrative needs (ex: office supplies)

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

Not receiving the grant will adversely impact HSIA in a way that limits and stifles our community engagement. While HSIA will always attempt to be present when we see fit, offering tangible resources and educational information will always be the goal. Without the additional funding, we will be limited in regards to quality speakers, service opportunities (cases of water, groceries, clothing and other resources for in-need families), printing and creation of educational resources...all of these reduces our impact of connecting to and unifying our community.
We believe that with your support, we can move forward with making this happen.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 500	Amount	83	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☑	Other Private Funding	$ 100.00	Amount	17	% of Annual Budget
☐	Fundraisers	$	Amount		% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

The generous blessing that the Town of Holly Springs awarded us last year went towards our expenses for educational sinage ($232.57), basic functions for a website ($88.87) and materials for our float at the Christmas Parade ($87.72). HSIA is trying to steward the funds well by saving as much as possible to allow us to particpate in larger events, including Compassion Day and other projects coming up in 2024. We would also like to expand our website functions to help with better communication options (event calendar) and email capabilities.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Sandy Byrne - Vice Chair — 2/20/24

Signature of Executive or Applicant — Date

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs Martin Luther King, Jr.,Inc

Mailing address: Post Office Box 1282

Current Presiding Officer: Furman Beckwith, Jr. Chairman

Mailing address: 4025 Harriat Drive, NC 27539

Telephone: 919-773-09[illegible] Fax: _____ E-Mail: fbeck5304@hotmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 06/06/2013

Agency 501 C-3 Number: 463463050 Or, Federal Tax ID Number: _____

Amount and Type of Town funds requested: $ 500 .00 for (check below all that apply)

- ☐ Capital Costs (construction, large specific purchase)
- ☐ Operating Costs
- ☒ Project / Event Costs

---

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The Holly Springs MLK , Jr. Committee, provide scholarships to the Holly Springs High School graduating Seniors.
Donation to the Holly Springs Food Cupboard
Sponsor weekend celebration for Dr. Martin Luther King, Jr, Birthday
Sponsor an event to recognize the original Black Baseball Players of Holly Springs
Planning for the first Juneteenth celebration for Town of Holly Springs
Donation to the UNC Rex foundation for the sacred space of the Hospital

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

The fund will assist the MLK Committee in planning and accomplishing the events listed for the enjoyment of Holly Springs citizens and surrounding areas.

It will help to show Holly Springs as a welcoming place for everyone including the less fortunate.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

If we do not secure additional funds, there may very well be some of our planned projects and activities that won't occur or will be scaled back.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☐	Town of Holly Springs	$ _____ Amount	_____	% of Annual Budget
☐	United Way	$ _____ Amount	_____	% of Annual Budget
☐	Wake County	$ _____ Amount	_____	% of Annual Budget
☐	Foundations	$ _____ Amount	_____	% of Annual Budget
☐	Federal	$ _____ Amount	_____	% of Annual Budget
☐	Grants	$ _____ Amount	_____	% of Annual Budget
☐	State of N.C.	$ _____ Amount	_____	% of Annual Budget
☐	Other Private Funding	$ _____ Amount	_____	% of Annual Budget
☐	Fundraisers	$ 9,000 Amount	85	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

N/A

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant

2/29/20
Date

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Holly Springs High School PTSA

Mailing address: 5329 Cass Holt Road, Holly Springs NC 27540

Current Presiding Officer: Melissa Katafiasz (Treasuer)

Mailing address: _____

Telephone: 919-868-2018 Fax: _____ E-Mail: melisllew@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 2006

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 20-5068089

Amount and Type of Town funds requested: $ 2500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☒ Project / Event Costs

---

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The HSHS PTSA Teacher Grant Program provides funds to the HSHS staff, to be used for instruction-related materials and activities, ultimately benefiting the +2000 students who attend. Grants purchase educational materials that enhance curriculum and provide enhanced technology and resources to broaden the learning experience of the students. Funds are NOT used for salaries, special training or registrations of any kind. Everything purchased is the property of Holly Springs High and is maintained by HSHS and all materials/technologies are accessible to the entire HSHS community. Grants are submitted in September and staff submit a detailed application that provides the benefits of the prospective grant and a cost breakdown. Requests are reviewed by HSHS Administration, submitted to the Grant Committee and chose as many grants as the PTSA budget allows. Grants are awarded in October allowing the recipients to obtain their awards early in the year so the resources may be used all year.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

Holly Springs High is the only high school in Holly Springs, so as a result, the PTSA directly/indirectly impacts many if not most of the community. The PTSA is the only organization at HSHS that benefits ALL students, with no academic, artistic or athletic requirements. Students are able to participate in such activities as the StreetSafe Lifesaving Driving program, the Wake County Reflections Arts program, College Fair, Drunk Driving awareness programs, mural contest, study programs and Senior Scholarship opportunities. The PTSA supports parents with such programs as Drug and Alcohol awareness programs, study programs, and College Fair. All of our parent programs are open to the entire Holly Springs community, and the PTSA welcomes their involvement and support! The PTSA continues to be a strong supporter and advocate for HSHS staff, with this Grant Program, as well as Hospitality events throughout the year, and Teacher Appreciation Week in May.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

Funding for many educational materials and programs continues to erode each year. As a result, many schools rely heavily on PTSA and other organizations to fill in the gaps, and Holly Springs High is no different! There are many programs and educational opportunities that might not come to fruition if the Grant funding program is reduced or eliminated. The main goal of our PTSA is to support HSHS so that all students receive the best learning opportunities possible. It is our wish that all students become responsible and productive members of the Holly Springs community, which benefits us all! The support from our town that we receive through the Grant Program allows the PTSA to continue this very important work.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☐	Town of Holly Springs	$ _____ Amount	_____	% of Annual Budget
☐	United Way	$ _____ Amount	_____	% of Annual Budget
☐	Wake County	$ _____ Amount	_____	% of Annual Budget
☐	Foundations	$ _____ Amount	_____	% of Annual Budget
☐	Federal	$ _____ Amount	_____	% of Annual Budget
☐	Grants	$ _____ Amount	_____	% of Annual Budget
☐	State of N.C.	$ _____ Amount	_____	% of Annual Budget
■	Other Private Funding	$ 1000 Amount	1	% of Annual Budget
■	Fundraisers	$ 18000 Amount	99	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

We did not recieve funding last year.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant

2/6/24
Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

- ☒ **Completed application**
- ☒ **Attachment 1** - Copy of current year budget, if applying for more than $500
- ☒ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500 n/a
  (If you do not have an independent audit, please write "n/a" in the space to the left.)
- ☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

2023 - 2024 HSHS PTA Approved Budget

INCOME

		BUDGET
Fundraising		
	Senior Signs	$6,000.00
	Spirit Wear	$7,500.00
	No Frills (grocery cards, Target, Spirit Night, etc.)	$1,000.00
	Donations & Sponsorships	$1,000.00
	Town of Holly Springs Grant	$1,500.00
	Tax Refund	$0.00
	TOTAL:	$17,000.00
Membership		
	Dues for 200 members	$2,000.00
	TOTAL:	$2,000.00
	Income: Fundraising & Membership	**$19,000.00**
	2022-2023 Carryover	**$12,573.22**
	TOTAL INCOME:	**$31,573.22**

EXPENSES

Fundraising		
	Senior Signs	$3,900.00
	Spiritwear	$5,500.00
	Misc.	$1,000.00
	TOTAL:	$10,400.00
Hospitality		
	Staff Breakfasts & Lunches	$5,300.00
	Student Appreciation	$500.00
	Senior Awards and Appreciation	$1,000.00
	Senior Gift	$3,500.00
	TOTAL:	$10,300.00
Programs		
	College Fair	$200.00
	Reflections & Mural Contest	$200.00
	HSHS Business Alliance (CDC)	$100.00
	Advocacy	$500.00
	TOTAL:	$1,000.00
Scholarships/Grants		
	Senior Scholarships 2022-2023	$2,000.00
	Teacher Grants ($1.5k PTA & $1.5k HS Grant)	$3,000.00
	TOTAL:	$5,000.00
PTSA Operations		
	Administration & Communication	$500.00
	Donations & Sponsorships	$500.00
	Leadership Development Training	$100.00
	AIG Insurance	$350.00
	Wake County Dues & Reflections Dues	$75.00
	NCPTA/National PTA Membership Dues	$1,000.00
	TOTAL:	$2,525.00
Staff Appreciation		
	Teacher Appreciation Week	$1,500.00
	On-Going Appreciation	$600.00
	WCPSS Teacher of the Year	$400.00
	TOTAL:	$2,500.00
Miscellaneous		
	Contingency	$4,685.91
	TOTAL:	$4,685.91
	TOTAL EXPENSES	**$34,910.91**

ASSETS	Value		LIABILITIES AND NET WORTH	Loan Balance
Deposits in banks and other financial institutions	$12,046		Balance of loans on vehicles and equipment	$0
Value of marketable stocks and bonds	$0		Balance of loans on real estate	$0
Value of vehicles & equipment	$0		Balance of other loans	$0
Value of real estate	$0		Cost of other liabilities (itemize)	$0
Value of other assets	0			
			TOTAL LIABILITIES	**$0**
TOTAL ASSETS	**$12,046**		**NET WORTH**	**$12,046**

North Carolina PTA
everychild. onevoice.

Harold Dixon, President
3501 Glenwood Avenue, Raleigh, NC 27612
(919) 787-0534, (800) 255-0417 (NC)
Fax: (919) 787-0569, www.ncpta.org
E-mail: office@ncpta.org

November 19, 2020

President
Holly Springs High School PTSA
5329 Cass Holt Road
Holly Springs, NC 27540

EIN: 20-5068089

Dear President:

We are pleased to inform you that your PTA is included in the PTA North Carolina Congress of Parents and Teachers, Inc. group income tax exemption. North Carolina PTA's Group Exemption Number (GEN) is **8535**. Contributions to your organization may be treated as charitable contributions when donors calculate their federal income taxes. In addition, your organization is exempt from federal income taxes on its receipts.

The Internal Revenue Service states that organizations exempt from income taxes under Section 501(c)(3) of the Internal Revenue code need not complete Form 990 if annual gross receipts are not normally in excess of $50,000. "Gross receipts" is defined as "the total income received from all sources during the annual accounting period, without subtracting any costs or expenses". An organization with gross receipts that are normally $50,000 or less may file Form 990-N, (e-Postcard) instead of filing Form 990 or Form 990-EZ.

Gross receipts are considered to be $50,000 or less if the organization is:
(a) Up to a year old and has received $75,000 or less during its first year either in donations or pledges;
(b) Between 1 and 3 years old and averaged $60,000 or less in gross receipts during each of its first 2 tax years; or
(c) 3 years old or more and averaged $50,000 or less in gross receipts for the immediately preceding 3 tax years (including the year for which the return would be filed).

If you are not required to file Form 990, but receive the IRS form, you must check the box showing "income less than $50,000", sign and date the form, and return it to the IRS. If you are required to file Form 990, you must complete and attach Schedules A and B. Schedules A and B (Form 990) are integral parts of Form 990 for Section 501(c)(3) organizations required to file this form. Therefore, any organization that does not submit completed Schedules A and B with its Form 990 does not satisfy its filing requirements. **Form 990 or the 990-N e-postcard must be filed by the 15th day of the fifth month after the end of your annual accounting period.** If the return is filed late, a penalty of $20 a day may be charged. The penalty is not to exceed the lesser of $10,000 or 5 percent of the organization's gross receipts for the year. Also, a penalty may be charged if the return is filed incorrectly or incompletely.

Local units failing to pay membership dues annually are deleted from our roster and are not eligible for inclusion in the group income tax exemption. The Internal Revenue Service is notified when a PTA dissolves its affiliation with State and National PTA.

As with all official documentation, please file this letter with your PTA's permanent records in a safe location.

Sincerely,

Harold C. Dixon

Harold Dixon
President

givebacks

Current Organization
Holly Springs High School PTSA

Compliance

Compliance Submissions View
Enter your compliance submissions like Form 990s and Financial reviews.

School Year 2023 - 2024

Financial Review Confirmations
Submitted: 08/22/2023 at 2:07 pm

Audit Completed 8/22/23

Submit
Awaiting Review

Form 990 Confirmations
Submitted: 10/04/2023 at 10:26 am

Submit
Awaiting Review

Officers & Committee Chairs View

TOWN OF HOLLY SPRINGS

Local Civic Nonprofit Grant Application Rules

The following are eligibility requirements and rules set by the Town Council for the Local Civic Nonprofit Grant Program:

Who May Apply:

1. Non-profit agencies that hold or have applied for 501(c)(3) tax status and that have been in existence with a credible history of financial responsibility for at least two years. Evidence of 501(c)(3) status should be provided in the grant application (either the 501(c)(3) number; a copy of the 501(c)(3) application; or a sworn affidavit).
2. Applicant organizations that have not been in existence for 2 years or that have not obtained or applied for 501(c)(3) status may apply under the umbrella of another eligible agency that will serve as the applicant and provide fiduciary responsibility.
3. Private individuals or groups requesting funding for capital improvements, enhancements, or landscaping on Town-owned or Town-leased property. Such applications will be subject to the prior-approval of the affected Town department(s) in charge of said Town property before submission of an application for funding.

Grants May Be Used:

1. To support activities which serve a public purpose;
2. To support activities that the Town is authorized by law to engage in;
3. For only up to 25% of general budget support of an applicant's agency's total annual capital and operating budget or no more than $2,500 per year, whichever is greater;
4. For only up to 25% of the costs for a specific public project or public event sponsored by the applicant agency and no more than $2,500 per year;
5. Up to 100% of the monetary cost of materials to provide capital improvements, enhancement or landscaping on Town-owned or Town-leased property, based on the applicant's ability to provide matching in-kind services or funding and based on the Town's desire for the proposed improvement.

Grants May NOT Be Used:

1. To support of any activity that does not serve a public purpose;
2. To financially benefit any one person or group of persons;
3. To support any election campaign, political party or political activity;
4. To support any activity or group that discriminates based on religion, cultural background, national origin, sex, age, sexual orientation or physical or mental disability.

Grant Limitations and Accounting Requirements:

1. Grants of $500 or less will not require matching funds from the applicant.
2. Grants of $501 to $2,500 will require either:
   a. matching funds from the applicant, or;
   b. be no more than 25% of the applicants agency's total annual budget, or:
3. An applicant agency's prior year independent financial audit, if available, should be provided with application.
4. An applicant agency's current year operating budget must be provided with application.
5. Applicant must demonstrate that facilities and projects will be accessible to people with disabilities.
6. All information requested on the grant application must be supplied or adequate reason given as to why information is not provided.
7. All applications, including financial information provided, are public records upon submission to the Town, and therefore subject to public inspection upon request.
8. Any additional information requested by the Town's finance department will be provided upon request.

9. **Grant funds awarded for public projects or events**: Receipts for purchases and services paid for from grant funding must be provided to the Town and should total the amount of the grant request. Receipts should be submitted to the Town within 15 days of expenditure. Failure to provide receipts may result in the forfeiture of remaining grant funds.
10. **Grant funds awarded for public projects or events**: Any unspent grant funds as of June 30 must be returned to the Town of Holly Springs within 15 days, or July 15, whichever is earlier. Grant funds may not be saved from year to year, but agencies can reapply for the funding in the following fiscal year. Applicant agencies that do not return unspent grant funds or provide evidence that the funds have been spent on qualified expenditures will not be eligible to apply for funding in the following fiscal year.
11. **Grant funds awarded for general budget support of an applicant agency**: Receipts do not have to be provided; however, a general accounting of how Town funds were expended during the year must be submitted along with the agency's grant application in the following year in order for the applicant agency to be considered for future funding.
12. Any application that is incomplete or does not meet the above criteria will not be considered for funding.
13. The Town may award the entire amount, any portion, or none of the funds requested in any application.
14. The Town may or may not allocate all funding available in the Special Programs Contributions item of the budget.
15. Applicant agencies should not anticipate that funding will be made in future years and should not plan annual budgets that would depend on funding from the Town, as that may not be possible.

Applications will be evaluated in the following manner:

The Town Clerk will review applications for completeness and timeliness. The Town Clerk will conduct a pre-evaluation criteria check to ensure only eligible applications are advanced to the assessment stage. If an application fails to meet any of the below criteria the application will not be considered for a grant award in the current fiscal year.

- Has a complete application been received on-time, including required financial documentation and proof of 501(c)(3) status?
- Will funds be spent for a public purpose?
- Will funds be spent on an activity the Town is authorized by law to engage in?
- Will funding from the Town amount to no more than $2,500, or no more than 25% of an applicant agency's total budget or project budget, whichever is greater?
- Does the applicant demonstrate that facilities and projects will be accessible to people with disabilities?

A review committee of Town staff will be formed to evaluate applications on a set of defined criteria. The staff review committee will be comprised of at least three Town staff, as directed by the Town Manager. All applications will be assessed on the following criteria:

- Will the agency, project, or event receiving support be reasonably available to all residents of Holly Springs?
- Is the funding organization locally based or providing a direct tangible impact on life in Holly Springs?
- What amount of funding is requested?
- Does the activity support the Town's strategic priority areas?
- Does the organization have year-round managerial leadership or an active board?

A committee consisting of two Councilmembers will evaluate grant applications based on criteria scoring provided by Town staff. This committee will provide funding recommendations for applicants to be approved by Town Council.

Timeline:

January 8, 2024 – March 4, 2024 – Applications are made available to organizations. Emails are sent to organizations who applied in the past or who have requested to be added to the email list. Notification will also appear on the web page and the Town's social media accounts.

March 5 – March 8, 2023 – Applications reviewed by Town Clerk's office for compliance;

March 2024 - Applications scored by Staff Committee and forwarded to Council Grants Committee

March - April 2024 – Council Grants Committee meets to evaluate applications

April 2024 – Grants Committee makes recommendations to full Council, who votes on appropriations.

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: InterAct

Mailing address: 1012 Oberlin Road, Suite 100, Raleigh, NC 27605

Current Presiding Officer: Rhonda Raney, Executive Director

Mailing address: 1012 Oberlin Road, Suite 100, Raleigh, NC 27605

Telephone: (919) 235-0614 Fax: 919-828-8304 E-Mail: grantsmanager@interactofwake.org

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 02-24-1978

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 58-1320613

Amount and Type of Town funds requested: $ 2,500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☐ Project / Event Costs

---

1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

Dedicated to ending the cycle of domestic and sexual violence in Wake County, InterAct saves lives, rebuilds lives, and secures safer futures for victims and survivors and their families. InterAct provides three 24/7 crisis lines, group and individual counseling, housing services, case management, court advocacy, personal economic empowerment services, facilitated access to legal and mental health services, children's programming, emergency shelter, and NC's first community-based sexual assault forensic examination center-- InterAct's Solace Center. Victims and survivors, and their children, can connect with InterAct through our crisis lines to access wraparound support, including coordinated services from community partners. By providing a safe environment to heal and rebuild lives after violence, we reduce the likelihood of individuals returning to abusive homes.

Between July 1, 2022 and June 30, 2023, InterAct served 6,920 victims/survivors in Wake County. Isolation with abusers, movement restrictions, and economic uncertainty amid COVID-19 has fueled the frequency and severity of domestic violence. InterAct staff have noted that the percentage of crisis callers screening at high risk of serious injury or death now doubles our pre-pandemic rates. Last year, InterAct served at least 62 victims who reported living in Holly Springs. Additionally, the Holly Springs Police Department provided 31 screenings for Holly Springs residents through InterAct's Lethality Assessment Program-- identifying victims at highest risk for serious injury or death and immediately connecting them to our crisis counselors. These figures likely significantly underestimate the actual number served from Holly Springs because many clients choose not to disclose personal information due to safety concerns.

InterAct's services are available for any victim and/or survivor of domestic or sexual violence in Wake County, NC (all municipalities and those residents who live in unincorporated communities within Wake County). Due to the economic abuse that most victims experience, roughly 73% of those served fall within low-to-moderate income levels, with all shelter residents (adults and children) meeting the federal criteria for homelessness. InterAct's services are available to every victim regardless of age, race, ethnicity, immigration status, disability, religious affiliation, gender identity or expression, or national origin. Our facility and emergency shelter follow ADA accessibility guidelines. For more information please visit http://interactofwake.org.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

Town of Holly Springs funding will be used to fund our wraparound services, including crisis intervention and client assistance for victims and their family members. This includes life-saving crisis counseling and support for those seeking safety who need assistance for food, supplies, transportation, or temporary lodging. Many households fleeing abuse seek shelter with family and friends in other areas of the state or country, and we offer practical assistance along with safety planning and counseling to support their safe transition. Victims and their children in imminent danger can stay as guests at InterAct's emergency shelter as space allows.
According to the CDC, 1 in 4 women and 1 in 7 men will be a victim of domestic violence, sexual assault/rape, and/or stalking in their lifetime. In the US, domestic violence is the leading cause of injury to women ages 15 to 44, and is the leading cause of homelessness for women and their children. InterAct's services improve the lives of Town of Holly Springs residents by reaching victims and survivors before lives are lost and supporting their access to resources, empowering them to rebuild healthy and violence-free lives. Town of Holly Springs residents struggling with abuse can connect to InterAct by contacting our 24/7 crisis lines to access crisis counseling, safety planning, and our range of comprehensive support services to meet the unique needs of victims and survivors. This request will support InterAct's work to help individuals in immediate crisis make informed decisions about their situations and to offer resources so that they can reach their goals. This will empower individuals to build self-sufficient lives and reduce their likelihood of returning to abusive homes, helping end the cycle of domestic and sexual violence in our community.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

InterAct will always be ready to serve all victims and survivors from Holly Springs and throughout Wake County in their time of need, and our current financial standing remains strong. We seek and maintain diversified funding by balancing investments form federal, state, and local government as well as corporate and community support. We respectfully request your sustained investment in our programming because community partnerships make it possible for us to grow and evolve our life-changing work for so many Town of Holly Springs and Wake County residents and their families. We cannot do this work successfully and sustainably without the support of our community. Thank you.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

■	Town of Holly Springs	$ 2,500	Amount	.04	% of Annual Budget
■	United Way	$ 107,000	Amount	1.75	% of Annual Budget
■	Wake County	$ 337,777	Amount	5.52	% of Annual Budget
■	Foundations	$ 450,000	Amount	7.36	% of Annual Budget
■	Federal	$ 2,314,692	Amount	37.85	% of Annual Budget
■	Grants	$ 483,500	Amount	7.91	% of Annual Budget
■	State of N.C.	$ 232,932	Amount	3.81	% of Annual Budget
■	Other Private Funding	$ 2,186,540	Amount	35.76	% of Annual Budget
☐	Fundraisers	$ 0	Amount	0	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

InterAct is truly grateful for support in the amount of $2,000 from the Town of Holly Springs in 2023. The Town's investment supported victims of domestic and sexual violence and their children by helping InterAct sustain our crisis intervention services and provide financial assistance to help clients with emergency transportation, lodging, and basic needs (food, clothing). This funding helped ensure that victims fleeing violence could find safety, stabilize their living situations, and go on to not only survive but truly thrive.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

8/4/2024

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☐ **Completed application**

☐ **Attachment 1** - Copy of current year budget, if applying for more than $500

☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
(If you do not have an independent audit, please write “n/a” in the space to the left.)

☐ **Attachment 3** - Excel spreadsheet financial statement for your organization.

Town of Holly Springs Grant Program
Basic Financial Statement Information

ASSETS	Value		LIABILITIES AND NET WORTH	Loan Balance
Deposits in banks and other financial institutions	$2,949,836		Balance of loans on vehicles and equipment	$164,617
Value of marketable stocks and bonds	$971,081		Balance of loans on real estate	$2,541,361
Value of vehicles & equipment	$1,573,632		Balance of other loans	$0
Value of real estate	$5,418,514		Cost of other liabilities (itemize)	$271,843
Value of other assets	207144		(Deferred Revenue)	$11,739
			TOTAL LIABILITIES	**$2,977,821**
TOTAL ASSETS	**$11,120,207**		**NET WORTH**	**$8,142,386**

InterAct

FY 2023-2024 Approved Operating Budget

Support and Revenue		
Individual & Individual Foundations	$	1,400,000.00
Private Foundations	$	450,000.00
Corporate & Corporate Foundations	$	370,000.00
Community Groups/Events	$	47,500.00
Government Grants & Contracts	$	2,998,900.63
Contracted Services Revenue	$	-
United Way of the Greater Triangle-Allocation	$	100,000.00
United Way-Designated	$	7,000.00
Collaborative Partners Leases	$	148,402.56
In Kind Revenue	$	175,737.78
Thrift Store Sales	$	234,000.00
Other Revenue	$	183,400.00
Total Support and Revenue	**$**	**6,114,940.97**
Expenses		
Salaries	$	2,995,045.51
Payroll Taxes	$	219,658.61
Employee Benefits	$	426,191.40
Employee Travel	$	19,200.00
Professional Fees	$	467,640.00
Contracted Partners	$	-
Business Related Insurance	$	48,600.00
Conferences, Meeting & Trainings	$	17,100.00
Occupancy Expenses	$	444,500.00
IT	$	193,000.00
Agency Vehicle Expenses	$	5,100.00
Equipment Expenses	$	12,750.00
Supplies	$	27,000.00
Printing	$	6,000.00
Staff, Volunteer & Donor Appreciation	$	5,000.00
Postage	$	2,000.00
Publications and Subscriptions	$	1,000.00
Event, Advertising And Promotion Expense	$	60,230.00
Client Assistance	$	490,360.00
Interest	$	75,750.00
Non-Operating Expenses	$	68,500.00
In Kind Expenses	$	57,000.00
Depreciation & Amortization Expenses	$	446,050.00
Total Expenses	**$**	**6,087,675.52**
Increase(Decrease) in Net Assets	**$**	**27,265.45**

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

FINANCIAL STATEMENTS

for the year ended June 30, 2023

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

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Langdon & Company LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Family Violence Prevention Center, Inc. dba Interact

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of The Family Violence Prevention Center, Inc. dba Interact (the "Agency"), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Agency as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note 1 to the financial statements, the Agency adopted ASU 2016-02, *Leases (Topic 842).* Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

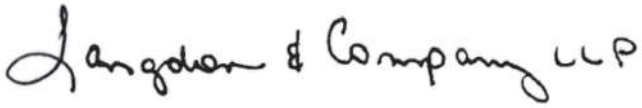
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2023, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the Agency's 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated December 6, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Garner, North Carolina
December 5, 2023

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

STATEMENT OF FINANCIAL POSITION

June 30, 2023
with comparative totals as of June 30, 2022

ASSETS

	2023	2022
Current assets:		
Cash and cash equivalents	$ 1,602,424	$ 2,496,288
Investments	971,081	-
Grants and contracts receivable (less allowance for doubtful accounts of $79,838 at June 30, 2023)	1,012,135	779,122
Contributions receivable (less allowance for doubtful accounts of $94,843 and $59,470 at June 30, 2023 and 2022, respectively)	286,958	265,539
Inventory	28,145	26,157
Prepaid and other assets	20,174	28,160
Total current assets	3,920,917	3,595,266
Property and equipment:		
Land	1,741,736	1,741,736
Building and building improvements	7,674,379	7,674,379
Furniture and equipment	1,366,033	1,422,792
Software	128,437	128,437
Vehicles	79,162	79,162
	10,989,747	11,046,506
Less accumulated depreciation and amortization	3,997,601	3,825,433
	6,992,146	7,221,073
Other assets:		
Contributions receivable in one to five years	207,144	422,053
Total other assets	207,144	422,053
Total assets	$ 11,120,207	$ 11,238,392

LIABILITIES AND NET ASSETS

	2023	2022
Current liabilities:		
Accounts payable and accrued liabilities	$ 259,175	$ 313,074
Security deposits	12,668	12,668
Deferred revenue	11,739	11,739
Current maturities of obligation under financing lease	24,191	26,065
Current maturities of long-term debt	278,743	272,075
Refundable advance - NCHTC	37,092	-
Total current liabilities	623,608	635,621
Long-term liabilities:		
Obligation under financing lease, less current maturities	140,426	62,646
Long-term debt, less current maturities and unamortized debt issuance costs	2,262,618	2,504,605
Total long-term liabilities	2,403,044	2,567,251
Total liabilities	3,026,652	3,202,872
Net assets:		
Without donor restrictions:		
Undesignated	5,113,293	4,894,703
Designated by the board for operating reserve	2,000,000	2,000,000
	7,113,293	6,894,703
With donor restrictions:		
Purpose restricted	310,048	343,825
Time restricted	670,214	796,992
	980,262	1,140,817
Total net assets	8,093,555	8,035,520
Total liabilities and net assets	$ 11,120,207	$ 11,238,392

The accompanying notes are an integral part of the financial statements.

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

STATEMENT OF ACTIVITIES

for the year ended June 30, 2023
with comparative totals for June 30, 2022

	2023			2022
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Public support and revenue:				
Public support:				
Grants	$ 358,042	$ 2,747,354	$ 3,105,396	$ 3,542,903
Contributions	1,023,369	169,322	1,192,691	1,601,826
Fund raising event	2,479	-	2,479	1,393
In-kind contributions	122,323	-	122,323	59,492
Total public support	1,506,213	2,916,676	4,422,889	5,205,614
Revenue:				
Program services income	169,225	-	169,225	62,150
Pass It On	235,508	-	235,508	187,210
Rental income	198,451	-	198,451	186,187
Investment income	33,752	-	33,752	-
Other	-	-	-	31,615
Total revenue	636,936	-	636,936	467,162
Net assets released from restrictions	3,077,231	(3,077,231)	-	-
Total public support and revenue	5,220,380	(160,555)	5,059,825	5,672,776
Expenses:				
Program services:				
Shelter	1,220,074	-	1,220,074	2,045,088
Crisis intervention	875,955	-	875,955	930,265
Solace center	579,934	-	579,934	477,707
Community education	305,216	-	305,216	374,679
Personal and economic empowerment	1,294,069	-	1,294,069	1,054,937
Total program services	4,275,248	-	4,275,248	4,882,676
Supporting services:				
Collaborative partners	35,106	-	35,106	40,714
Development	258,011	-	258,011	240,552
Pass It On	12,809	-	12,809	12,146
Management and general	420,616	-	420,616	310,458
Total supporting services	726,542	-	726,542	603,870
Total expenses	5,001,790	-	5,001,790	5,486,546
Change in net assets	218,590	(160,555)	58,035	186,230
Net assets at the beginning of the year	6,894,703	1,140,817	8,035,520	7,849,290
Net assets at the end of the year	$ 7,113,293	$ 980,262	$ 8,093,555	$ 8,035,520

The accompanying notes are an integral part of the financial statements.

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

STATEMENT OF FUNCTIONAL EXPENSES

for the year ended June 30, 2023
with comparative totals for 2022

	2023												2022
	Program Services						Supporting Services						
	Shelter	Crisis Intervention	Solace Center	Community Education	Personal & Economic Empowerment	Total	Collaborative Partners	Development	Pass It On	Management and General	Total	Grand Total	Grand Total
Salaries	$ 531,316	$ 402,666	$227,342	$ 143,609	$ 704,391	$2,009,324	$ -	$ 102,315	$ 6,554	$ 153,472	$262,341	$2,271,665	$2,359,279
Employee benefits	83,402	78,360	21,351	16,634	78,648	278,395	-	22,645	892	33,967	57,504	335,899	292,471
Payroll taxes	41,067	32,710	15,064	10,985	52,505	152,331	-	6,379	523	9,569	16,471	168,802	172,957
Professional fees	51,708	47,795	27,123	23,649	48,954	199,229	-	65,165	1,300	61,748	128,213	327,442	388,912
Contracted client services	8,709	-	3,596	-	44,281	56,586	-	-	-	-	-	56,586	134,118
Supplies	17,459	4,198	6,586	2,263	6,148	36,654	583	730	97	1,094	2,504	39,158	33,939
Communications	9,149	50,973	4,496	3,599	6,633	74,850	910	1,157	163	1,736	3,966	78,816	66,737
Insurance	13,454	2,168	1,219	765	18,547	36,153	-	581	35	871	1,487	37,640	29,806
Occupancy	193,717	42,780	45,596	31,070	58,911	372,074	9,974	4,848	1,698	7,272	23,792	395,866	472,991
Maintenance, equipment rental, and minor equipment	29,585	24,018	12,905	7,098	40,880	114,486	322	4,948	302	7,422	12,994	127,480	174,893
Printing and publications	11,727	1,192	759	427	5,083	19,188	-	12,602	21	8,665	21,288	40,476	42,879
Travel	4,677	3,527	284	12	72	8,572	-	1,552	1	2,329	3,882	12,454	11,193
In-kind expense	14,707	10,176	5,551	3,344	18,129	51,907	-	2,828	93	4,242	7,163	59,070	43,056
Specific assistance to clients	100,766	83,135	136,131	1,200	81,657	402,889	-	911	56	1,366	2,333	405,222	649,946
Interest	14,736	12,239	8,834	7,210	18,093	61,112	2,482	2,082	127	3,123	7,814	68,926	77,929
Miscellaneous	7,882	5,804	4,963	2,891	9,271	30,811	-	19,434	347	108,989	128,770	159,581	100,742
Depreciation and amortization	86,013	74,214	58,134	50,460	101,866	370,687	20,835	9,834	600	14,751	46,020	416,707	434,698
Total expenses	$1,220,074	$ 875,955	$579,934	$ 305,216	$ 1,294,069	$4,275,248	$ 35,106	$ 258,011	$ 12,809	$ 420,616	$726,542	$5,001,790	$5,486,546

The accompanying notes are an integral part of the financial statements.

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

STATEMENT OF CASH FLOWS

for the year ended June 30, 2023
with comparative totals for June 30, 2022

	2023	2022
Cash flows from operating activities:		
Cash received from grantors and contributors	$ 4,329,551	$ 5,219,937
Cash received from program services and other operations	568,646	426,503
Cash paid to suppliers and employees	(4,506,925)	(4,901,435)
Interest and dividends received	16,917	-
Interest paid	(55,913)	(65,040)
Net cash provided by operating activities	352,276	679,965
Cash flows from investing activities:		
Purchase of investments	(990,478)	-
Sale of investments	36,232	-
Purchase of property and equipment	(17,497)	(48,826)
Net cash used in investing activities	(971,743)	(48,826)
Cash flows from financing activities:		
Principal payments of financing lease obligation	(26,065)	(22,362)
Principal payments of long-term debt	(248,332)	(240,004)
Net cash used in financing activities	(274,397)	(262,366)
Net (decrease) increase in cash	(893,864)	368,773
Cash at beginning of year	2,496,288	2,127,515
Cash at end of year	$ 1,602,424	$ 2,496,288
Supplemental disclosure of noncash investing and financing activities:		
In kind donations of property and equipment	$ 62,646	$ -
Acquisition of equipment under financing lease	164,617	-
Forgiveness of capital lease obligation	62,646	-
	$ 289,909	$ -

The accompanying notes are an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Violence Prevention Center, Inc. dba Interact (the "Agency") is a charitable organization, incorporated in 1978, located in and serving Wake County, Raleigh, North Carolina. The Agency provides safety, support, and awareness to survivors, victims, and families of domestic violence and sexual assault/rape by providing services, including residential shelter, counseling, crisis responders, court advocacy, 24-hour crisis hot lines, youth education, and training. The Agency also operates two thrift shops, Pass It On and Pass It On Too, which generate income to support the Agency.

Basis of Presentation

The accompanying financial statements are presented in accordance with the accrual basis of accounting whereby revenue is recognized when earned and expenses are recognized when incurred.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Agency considers cash in the bank and all cash held on hand and highly liquid short-term investments with an original maturity of three months or less to be cash and cash equivalents. The Agency maintains its cash accounts with various financial institutions, which at times, exceed federally insured limits. The Agency has not experienced any losses in such accounts.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Pledges, Contributions, and Grants Receivable

Pledges, contributions, and grants receivable consist of unconditional promises to give and are stated at their unpaid balances, less an allowance for doubtful accounts. The allowance is based on prior experience, donor history, and management’s best estimate, which may affect the ability to collect. It is the Agency’s policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

Inventory

Inventory is valued at fair market value using the FIFO method. Inventory consists primarily of used clothing.

Property and Equipment

Purchased and donated property and equipment are stated at cost and estimated fair market value, respectively, and are depreciated on the straight-line basis over the estimated useful lives and/or lease term of the various assets. The estimated useful lives are summarized as follows:

Building and building improvements	10 to 40 years
Furniture and equipment	4 to 15 years
Vehicle	7 years
Software	3 years

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842). These new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Agency adopted the requirements of the guidance effective July 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, while continuing to present the comparative period in accordance with the guidance under the lease standard in effect during that period.

For transition, the Agency has elected to adopt the package of practical expedients, which includes not to reassess: 1) whether any expired or existing contracts are or contain leases available in the year of adoption, 2) the lease classification for any expired or existing leases 3) initial direct costs on any existing leases, as well as the available practical expedient to use hindsight in determining the lease term and in assessing impairment of the Agency's ROU assets.

The Agency determines if an arrangement is a lease at inception. Operating leases are included in Operating right-of-use asset and Operating lease liability in the statement of financial position if they meet the criteria for capitalization.

Right-of-use asset represents the Agency's right to use an underlying asset for the lease term and lease liabilities represent the Agency's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The Agency uses its incremental borrowing rate, which is based on the information available at the commencement date, in determining the present value of lease payments. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Agency will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Agency has elected to recognize payments for short-term leases with a lease term of 12 months or less (which represent all of the Agency's operating leases for fiscal year 2023) as expense as incurred and these leases are not included as lease liabilities or right of use assets on the balance sheet. The Agency has elected not to separate non-lease components from lease components and instead accounts for each separate lease component and the non-lease component as a single lease component. See Note 5 for more information regarding the Agency's financing leases.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. Within these assets and further described in Note 10, the Board has designated $ $2,000,000 at June 30, 2023 and 2022 for the purpose of an operating reserve.

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Net Assets *(Continued)*

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue Recognition

Contributions and Grants

Contributions, grants, and Federal and State awards received by the Agency are recorded as support with donor restrictions or support without donor restrictions, depending on the existence and/or nature of any donor/grantor restrictions. Contributions that are restricted by the donor are reported as increases in net assets with donor restrictions. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value using a risk adjusted discount rate. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Agency received 24% and 41% of its funding through the North Carolina Department of Public Safety Governor's Crime Commission for the years ended June 30, 2023 and 2022, respectively, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Agency has incurred expenditures in compliance with specific contract and grant provisions. A significant reduction in the level of this support may have an adverse effect on the Agency's programs and activities. As of June 30, 2023 and 2022, the Agency's grant commitments that are conditional upon incurring allowable expenditures in the agreement are approximately $859,512 and $1,136,798, respectively.

Donated Assets and Services

The Agency received the following donated assets and services for the years ending June 30:

	2023	2022
Clothing, materials, and supplies	$ 59,677	$48,466
Property and equipment	62,646	11,026
	$122,323	$59,492

Donations of clothing, materials, and supplies are either monetized or utilized by the Agency. Donated clothing, materials, and supplies, when utilized, are used in the Agency's programs and are valued by researching the price of similar items. Donated clothing, materials, and supplies utilized in the thrift store are valued using the historical sales of similar inventory.

Donated property and equipment are utilized by the Agency for their programs and are valued through appraisals or purchase cost.

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Revenue Recognition *(Continued)*

The Agency recognizes the fair value of contributed labor and services received if such services a) create or enhance a nonfinancial asset or b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed. Contributed labor is valued based on the average volunteer hourly rate in the state of NC and are utilized to assist with the Agency's programs. Contributed services are valued based on the current rates for similar services. Contributed services are used for the Agency's programs.

Donated Assets and Services (Continued)

Donations of marketable securities are monetized promptly upon receipt.

The Agency receives services from a large number of volunteers who give significant amounts of their time to the Agency's programs, but which do not meet the criteria for financial statement recognition.

Revenue from Contracts with Customers

Revenue from contracts with customers is disaggregated by type on the statement of activities for the years ended June 30, 2023 and 2022.

Program Services Income

The Agency recognized program service revenue over time as performance obligations are met for related benefit. The performance obligations consist of providing nursing services for clients who have experienced rape or assault including the collection of forensic evidence that can be used to prosecute rape cases.

Pass It On

The Agency operates two thrift store locations. For performance obligations related to thrift store sales, control transfers to the customer at a point in time. Payment for these goods is due at the time the good is provided, and the Agency transfers control and records revenue at that time.

Because the majority of the Agency's performance obligations relate to contracts with a duration of less than one year, the Agency has elected to apply the optional exemption and is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied as the end of the reporting period.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Accordingly, actual results could differ from those estimates.

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Functional Classification of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied.

Most expenses are directly coded to programs using specific identification. Allocated expenses include professional fees, insurance, occupancy, printing and publications, in-kind, and interest, which are allocated on time spent or relative benefit.

Income Taxes

The Agency is exempt from income taxes under Internal Revenue Code Section 501(c)(3) on its exempt function income and is classified by the IRS as a publicly supported organization. There was no unrelated business income tax liability for the years ended June 30, 2023 and 2022.

The Agency evaluates any uncertain tax positions. Accordingly, the Agency's policy is to record a liability for any tax position taken that is beneficial to the Agency, including any related interest and penalties, when it is more likely than not the position of management with respect to a transaction or class of transactions will be overturned by a taxing authority upon examination. Management believes there are no such positions as of June 30, 2023 or 2022.

Debt Issuance Costs

Deferred loan costs are amortized over the terms of the related financing using the effective interest method and are presented as a reduction of the carrying amount of the debt. Amortization of the debt issuance costs is reported in the statement of functional expenses as interest expense.

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the Agency and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. The Agency has elected not to use the 10 percent de minimus indirect cost rate allowed under the Uniform Guidance.

Comparative Totals

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Agency’s financial statements for the year ended June 30, 2022, from which the summarized information was derived.

2. LIQUIDITY AND AVAILABILITY

The Agency's working capital and cash flows vary throughout the year due to timing of cash receipts for fees for services provided and grants. The Agency is supported by significant restricted contributions and grants. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Agency must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the Agency's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The board designates a portion of any operating surplus to its operating reserve, which was $2,000,000 as of June 30, 2023 and 2022, respectively (see Note 10). This is a fund established by the governing board that may be drawn upon in the event of an immediate liquidity need.

The Agency manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs, and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged. In addition, to help manage unanticipated liquidity needs and as discussed in more detail in Note 7, the Agency maintains a $175,000 line of credit, of which $175,000 remained available on June 30, 2023 and 2022.

The following reflects the Agency's financial assets as of the statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date. Amounts not available include amounts with donor restrictions for time or purpose as well as the board designated operating reserve that could be drawn upon if the governing board approves that action.

	2023	2022
Financial assets at year-end:		
Cash and cash equivalents	$1,602,424	$2,496,288
Investments	971,081	-
Grants and contracts receivable	1,012,135	779,122
Contributions receivable	286,958	265,539
	3,872,598	3,540,949
Less amounts not available to be used within one year:		
Donor-restricted for time	(210,013)	(432,798)
Donor-restricted for purpose	(310,048)	(343,825)
Designated by the Board for the operating reserve	(2,000,000)	(2,000,000)
	(2,520,061)	(2,776,623)
Financial assets available to meet general expenditures within one year	$1,352,537	$ 764,326

3. INVESTMENTS AND FAIR VALUE MEASUREMENTS

Financial assets valued using Level 1 inputs are based on unadjusted quoted market prices within active markets. Level 2 inputs are those inputs that are observable, either directly or indirectly, for the assets or liabilities other than quoted market prices included in Level 1. Level 3 inputs are unobservable and apply only when there is little to no market activity for the asset or liability.

3. INVESTMENTS AND FAIR VALUE MEASUREMENTS *(Continued)*

The Agency recognizes transfers of assets into and out of levels as of the date an event or change in circumstance causes the transfer. There were no transfers between levels in the year ended June 30, 2023.

Fair values for assets measured on a recurring basis at June 30, 2023 is as follows:

		Fair Value Measurements at Reporting Date Using		
	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
June 30, 2023				
Fixed income	$ 258,111	$ 258,111	$ -	$ -
Equities	712,970	712,970	-	-
	$ 971,081	$ 971,081	$ -	$ -

The following schedule summarizes the investment earnings for the year ended June 30, 2023:

Interest and dividends, net of fees	$18,667
Net realized/unrealized gains	15,085
	$33,752

4. GRANTS AND CONTRIBUTIONS RECEIVABLE

Grants, contracts, and contributions receivable at June 30, 2023 and 2022 are summarized as follows:

	2023	2022
Receivables in less than one year:		
Grants and contracts receivable in less than one year	$1,012,135	$ 779,122
Contributions receivable in less than one year	286,958	265,539
Total receivables in less than one year	$1,299,093	$1,044,661
Receivables in one to five years:		
Contributions receivable in greater than one year	$ 210,013	$ 432,798
Less discounts to net present value (average discount rate of 1.83% and 2.92% for the years ended June 30, 2023 and 2022, respectively)	2,869	10,745
Total receivables in one to five years	$ 207,144	$ 422,053

Approximately 46% and 38% of grant and contract receivables was due from two sources at June 30, 2023 and 2022, respectively.

5. LEASING TRANSACTIONS

As Lessee:

The Agency leases equipment under a financing lease agreement with payments extending through 2028. The assets and liabilities under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are amortized over the lesser of the related lease term or the estimated useful life. Amortization of the assets under financing lease was $29,739 and $27,039 for the years ended June 30, 2023 and 2022, respectively. Interest expense under financing lease amounted to $11,945 and $15,619 for the years ended June 30, 2023 and 2022, respectively. Equipment held under financing lease and the related accumulated amortization at June 30, 2023 and 2022 is as follows:

	2023	2022
Equipment	$ 164,617	$ 134,972
Less accumulated amortization	2,744	56,283
	$ 161,873	$ 78,689

The following summarizes the weighted average remaining lease term and discount rate as of June 30, 2023:

Weighted Average Remaining Lease Term	5.25 years
Weighted Average Discount Rate	11.50%

The present values of future minimum financing lease payments relating to the equipment are as follows:

Year ending June 30,	
2024	$ 41,871
2025	41,871
2026	41,871
2027	41,871
2028	41,871
Thereafter	10,657
Total minimum lease payments	220,012
Less amount representing interest	55,395
Present value of net minimum capital lease payments	164,617
Less current maturities	24,191
Obligation under capital lease less current maturities	$ 140,426

The Agency leases space for one of its thrift stores on a month-to-month basis. In addition to the monthly rental payment, the Agency is responsible for certain utilities. Lease payments amounted to $30,000 for each of the years ended June 30, 2023, and 2022.

5. LEASING TRANSACTIONS *(Continued)*

As Lessor:

The Agency leases space to collaborative partners. Terms of the lease agreement include base rental plus a proportionate share of certain other expenses, including utilities, taxes, and certain maintenance expenses.

At June 30, 2023, minimum future rentals to be received are as follows:

Year ending June 30,	
2024	$ 129,140
2025	675
	$ 129,815

The rental property assets, which are included in property and equipment in the accompanying statement of financial position, are summarized as follows:

	2023	2022
Land	$1,741,736	$1,741,736
Building and improvements	7,925,291	7,929,439
	9,667,027	9,671,175
Less accumulated depreciation	3,115,260	2,860,000
	$6,551,767	$6,811,175

6. DEFINED CONTRIBUTION PLAN

The Agency sponsors a defined contribution plan, covering all eligible employees. The Agency may choose to match a certain percentage, determined annually, of employee pre-tax contributions not to exceed four percent of compensation. The plan is available to all employees meeting minimum age and service requirements. The Agency made employer contributions of $23,056 and $9,127 for the years ended June 30, 2023 and 2022, respectively.

7. LINE OF CREDIT

At June 30, 2023, the Agency had available a working capital line of credit in the amount of $175,000. The line is secured by a deed of trust on land and real property, security agreement, and assignment of rents and leases. Interest is payable monthly on all outstanding balances at a rate of One-Month Libor plus 2% with a floor of 3% (7.26% and 3.79% at June 30, 2023 and 2022, respectively). Principal and accrued interest is due on January 21, 2024. There was no outstanding balance at June 30, 2023 and 2022, respectively.

8. LONG-TERM DEBT

Long-term debt is summarized as follows:

	2023	2022
Noninterest bearing note payable with all unpaid principal due August 1, 2039; collateralized by a deed of trust on the shelter and land.		
Face amount	$ 600,000	$ 600,000
Less unamortized discount based on imputed interest rate of 1.50%	(138,048)	(145,395)
	461,952	454,605
On October 21, 2010, the Wake County Industrial Facilities and Pollution Control Financing Authority ("Authority") issued a tax-exempt Special Purpose Project Revenue Bond (Interact Project) Series 2010 (the Bond), in the aggregate principal of $4,718,000. The Bond was issued pursuant to a Bond Purchase and Loan Agreement (Agreement), dated October 1, 2010, between the Authority, the Purchaser of the bond, and the Agency. The proceeds thereof were simultaneously loaned under a promissory note to the Agency to refinance existing long-term debt.		
The Promissory Note is pledged and assigned to the Purchaser as security for the bond. The Promissory Note bore interest at 68% of the One-Month LIBOR Rate plus 1.3% through December 31, 2017. Effective January 1, 2018, the interest rate was adjusted to 83% of the One-Month LIBOR Rate plus 1.5935%. (3.61% at June 30, 2020). Effective September 14, 2020, the interest rate was adjusted to a fixed rate of 2.19%. The Note is payable in varying monthly installments of interest and principal through October, 2030.		
The Bond may be redeemed in whole with 180 day written notice occurring on or after October 21, 2020, on which date the Bond and promissory note shall be due and payable in full. On September 14, 2020, the Agency enteted into an amended Guarantee and Loan Agreement, the term was extended with a final payment of all unpaid amounts due October 21, 2030.		
Should the bond be redeemed and the Agency does not provide sufficient funds to redeem the Bond in full, the holder of the bond is required to lend the Agency an amount equal to the outstanding principal amount under a Reimbursement Note. The Reimbursement Note will bear interest of Prime, plus 2%, with a minimum rate of 6% and will be due on demand. All obligations payable under the Promissory Note and Reimbursement Note are secured by a deed of trust on land and real property, security agreement and assignment of rents and leases.	2,120,487	2,368,819
Total maturities	2,582,439	2,823,424
Less current maturities	278,743	272,075
Less unamortized debt issuance costs	41,078	46,744
	$2,262,618	$2,504,605

8. LONG-TERM DEBT *(Continued)*

Future maturities of long-term debt at June 30, 2023 are summarized as follows:

Year ending June 30,	
2024	$ 255,000
2025	265,002
2026	274,165
2027	283,332
2028	291,252
Thereafter	1,213,688
	$ 2,582,439

There are numerous restrictive covenants related to the obligations. Among other covenants, there are requirements regarding Cash Flow Coverage Ratio and Indebtedness to Tangible Net Worth Ratio. Also, certain financial information must be supplied to the Authority and the Purchaser of the bond on a timely basis.

9. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions at June 30, 2023 and 2022 are available for the following purposes or the following periods:

	2023	2022
Restricted for time	$ 670,214	$ 796,992
Restricted for purpose:		
Direct services	147,000	198,430
Shelter	25,000	-
NCHFA Supporting Housing Program	138,048	145,395
	310,048	343,825
	$ 980,262	$1,140,817

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended June 30, 2023 and 2022:

	2023	2022
Subject to the passage of time	$ 336,100	$ 344,149
Subject to expenditure for specified purpose:		
Direct services	2,733,784	3,260,367
Shelter	-	75,000
NCHFA Supporting Housing Program	7,347	10,362
	2,741,131	3,345,729
	$3,077,231	$3,689,878

NOTES TO FINANCIAL STATEMENTS

10. GOVERNING BOARD DESIGNATIONS

The Agency's governing board has designated, from net assets without donor restrictions, $2,000,000 for an operating reserve as of June 30, 2023 and 2022, respectively.

11. CONTINGENCIES

The Agency receives grant funds from federal and nonfederal agencies. Such funds are subject to final approval by the grantor agencies and deficiencies, if any, are the responsibility of the Agency.

12. SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 5, 2023, the date which the financial statements are available for issue.

THE FAMILY VIOLENCE PREVENTION CENTER, INC.
dba INTERACT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

for the year ended June 30, 2023

Federal/State Grantor/Pass Through Grantor/Program	Assistance Listing Number	Pass Through Grantor's Identifying Number	Expenditures
Federal Awards:			
U.S. Department of Justice			
Crime Victim Assistance			
Passed through N.C. Department of Public Safety			
Governor's Crime Commission - SANE	16.575	PROJ014427	$ 25,092
Governor's Crime Commission - Solace Center	16.575	PROJ015625	88,028
Governor's Crime Commission - Basic Services	16.575	PROJ014878	420,010
Governor's Crime Commission - Family Justice Center	16.575	PROJ014347	176,855
Governor's Crime Commission - Court Programming	16.575	PROJ013373	25,467
			735,452
Sexual Assault Services Formula Program			
Passed through N.C. Coalition Against Sexual Assault			
Governor's Crime Commission - Sexual Assault Service Provider	16.017	PROJ014504	20,542
Improving Criminal Justice Responses Program			
Office of Violence Against Women - Family Justice Center	16.590	N/A	44,136
U.S. Department of Homeland Security			
Emergency Food and Shelter Program	97.024	N/A	6,213
U.S. Department of Agriculture			
Passed through N.C. Department of Agriculture and Consumer Servces-Food Division			
NC Department of Agriculture	10.569	FVPSA	1,135
U.S. Department of Housing and Urban Development			
Passed through N.C. Department of Health and Human Services			
Housing and Urban Development	14.267	NC0479D4F072100	253,841
Emergency Solutions Grant	14.231	#00043634	34,334
Emergency Solutions Grant - COVID-19	14.231	#00041428	247,440
			281,774
Passed through City of Raleigh			
Community Development Block Grant	14.218	B-20-MW-37-0009	103,965
U.S. Department of the Treasury			
Passed through Wake County of North Carolina			
Cornavirus State and Local Fiscal Recovery Funds			
Bridge to Home	21.027	EC00000000007827	370,183
N.C. Human Trafficking Commission - Facility Improvement	21.027	N/A	10,684
N.C. Human Trafficking Commission - Domestic Violence	21.027	N/A	71,296
N.C. Human Trafficking Commission - Domestic Violence and Sexual Assualt	21.027	N/A	71,930
			524,093
TOTAL FEDERAL AWARDS			$ 1,971,151

The accompanying notes are an integral part of the financial statements.

Langdon & Company LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
The Family Violence Prevention Center, Inc. dba Interact

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States , the financial statements of The Family Prevention Center, Inc. dba Interact (the "Agency"), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 5, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

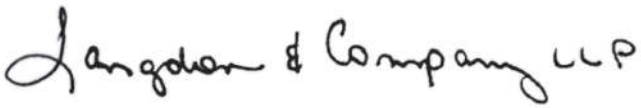
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Garner, North Carolina
December 5, 2023

Langdon & Company LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
The Family Violence Prevention Center, Inc. dba Interact

Report on Compliance for the Major Federal Program

Opinion on Each Major Federal Program

We have audited The Family Violence Prevention Center, Inc. dba Interact's (the "Agency") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2023. The Agency's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Agency's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Agency's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Agency's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Agency's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Agency's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Agency's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified. Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Langdon & Company LLP

Garner, North Carolina
December 5, 2023

THE FAMILY VIOLENCE PREVENTION CENTER, INC
dba INTERACT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
for the year ended June 30, 2023

A. SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of the Family Violence Prevention Center, Inc. dba Interact (the "Agency") were prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

2. No significant deficiencies disclosed during the audit of the c financial statements are reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

3. No instances of noncompliance material to the financial statements of the Agency, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award program expresses an unmodified opinion on the major federal program.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The program tested as a major program is:

   U.S. Department of the Treasury – Coronavirus State and Local Fiscal Recovery Funds – Assistance Listing #21.027

8. The threshold used for distinguishing Type A and B programs was $750,000.

9. The Agency qualified as a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Kiwanis Club of Holly Springs

Mailing address: PO Box 384, Holly Springs, NC 27540

Current Presiding Officer: Jared Clark

Mailing address: 7208 GB Alford Hwy; Holly Springs, NC 27540

Telephone: (919) 917-2096 Fax: _____ E-Mail: JaredC1973@gmail.com

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 6/4/2002

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 42-1548594

Amount and Type of Town funds requested: $ 2500.00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☒ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

Dictionary Project - Each school year the Kiwanis Club of Holly Springs raises funds in order to purchase and distribute dictionaries to 3rd graders within Wake County schools. Due to limited resources, we have scaled back but are still excited to ensure every 3rd grader in Holly Springs enrolled within the Wake County Public School system will receive their very own dictionary. For some students, this may be the only book they may call their own. This special issue dictionary has over 500 pages featuring commonly used words, maps of the seven continents, information about the 50 states, biographies of US Presidents, the text of both the Declaration of Independence & the Constitution, a table of weights and measures, and much more. Teachers have told us continually how excited they are to receive these dictionaries and many implement lessons from them.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

Requested funds will be used in addition to the club's funds to purchase about 1000 dictionaries. Our projected costs are about $3350. Since COVID our main funding source for this project has dried up. These funds will allow us to carry on this project to ensure all 3rd graders in each of Holly Springs WCPSS schools receive a dictionary of their very own. This project seeks to give the power of reading and knowledge and put it in the fingers of our youth as a stepping stone to each child's success. It will allow children who may not have a lot to feel ownership and to be seen. It also provides our teachers opportunities to be creative and have a little fun seeing the kids smile.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

If funds are reduced or not provided, we will have to heavily reconsider the viability of this project. Students and teachers will be negatively impacted. Now, that most of their learning is done online, it's a true gift for a student to be able to physically touch a book, much less be able to call it their very own. While our local teachers would understand, many would be disappointed and sad the program wasn't able to be continued. Quite often, teachers and students will write us thank you cards and send pictures, showing how they are using the books to improve their writing, to learn new words, and garner excitement in the classroom. One student has written: "... I grabbed it ... and feel smart because I'm not using Google."

4. **FINANCIAL INFORMATION**
A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☐	Town of Holly Springs	$ _____	Amount	_____	% of Annual Budget
☐	United Way	$ _____	Amount	_____	% of Annual Budget
☐	Wake County	$ _____	Amount	_____	% of Annual Budget
☐	Foundations	$ _____	Amount	_____	% of Annual Budget
☐	Federal	$ _____	Amount	_____	% of Annual Budget
☐	Grants	$ _____	Amount	_____	% of Annual Budget
☐	State of N.C.	$ _____	Amount	_____	% of Annual Budget
☒	Other Private Funding	$ _____	Amount	_____	% of Annual Budget
☒	Fundraisers	$ 6032	Amount	100	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

Last year, we received $1500 from the Town of Holly Springs. We purchased approximately 900 dictionaries that were delivered to all the 3rd graders within the WCPSS in Holly Springs. Because of the Town's generosity just under half our costs were met to continue this project, which allowed us to contribute to further scholarship funds for Holly Springs graduates.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Amanda Lunn
Signature of Executive or Applicant

2/15/24
Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☒ **Completed application**

☒ **Attachment 1** - Copy of current year budget, if applying for more than $500

N/A ☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
(If you do not have an independent audit, please write "n/a" in the space to the left.)

☒ **Attachment 3** - Excel spreadsheet financial statement for your organization

Kiwanis Club of Holly Springs Financial Statement

	2024
Income	**USD**
Events and Fundraising	$6,032
Total Income	**$6,032**

Expenses	**USD**
Programmatic Activities	0
Terrific Kids	$1,500
Key Club Scholarships	$2,500
Portalbuzz	$240
Storage Unit	$540
Dictionary Project	$3,350
Total Expenses	$ 8130

Kiwanis Club of Holly Springs

Statement of Financial Position

As of February 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Fidelity-Kiwanis Club	$13,028.51
	0.00
Total Bank Accounts	**$13,028.51**
Total Current Assets	**$13,028.51**
TOTAL ASSETS	**$13,028.51**
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Total Equity	**$13,028.51**
TOTAL LIABILITIES AND EQUITY	**$13,028.51**

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: People's Power Lab

Mailing address: 4108 Archibald Way, Raleigh, NC 27616

Current Presiding Officer: Manzoor Cheema

Mailing address: 4108 Archibald Way, Raleigh, NC 27616

Telephone: 9194127008 Fax: _____ E-Mail: peoplespowerlab@gmail.com

(Check one)

Legal Status: ☐ Private non-profit corporation ☐ Unincorporated civic group ☒ Other (Please describe below)

Date Organization Formed or Chartered: 10/18/2016

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 30-0875802

Amount and Type of Town funds requested: $ 500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☐ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

The Holly Springs Inclusive Kids Book Club program was started in early 2023 and the goal was to enable kids to read book with stories about diverse life experiences. The book club is attended by elementary school children of age 8 and above. So far we have read books about immigrant families, refugee families, native american families, kids with autism, African American civil rights leaders. The books read are young adult fiction or non-fiction usually arounf 200-300 pages. We read 1 book a month and meet at the Holly Springs community library to discuss about the book. During the 1 hour discussion we have conversation about the book followed by playing a trivia on Kahoot. The kahoot quiz for each book are publicly available for anyone to use.

This book club is open to any child to join but we will read books only about marginalized communities. The meeting location will be in Holly Springs.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

With the requested funds we plan to expand the program in the following ways:
- Have the kids write a review about the book for a cash prize
- Paid Kahoot subscription to make the trivia more fun for kids.
- Increase the number of kids attending the program would mean we would need a bigger rented space for the discussions.

People's Power Lab is a Triangle, NC, based social justice organization with a mission to organize youth and adults in the Black, Brown, and Muslim communities. We organize media projects, protests, and civic campaigns to pursue healthcare justice, immigrant/refugee rights, economic justice, and other fundamental rights of people. People's Power Lab is an incubator project under the non-profit organization Light House Project https://www.lhproj.com/incubators. Light House Project is a fiscal sponsor of the People's Power Lab.

Holly Springs Inclusive Kids Book Club is a program sponsored by People's Power lab. With this program we have been able to educate the younger generation of Holly Springs about diverse life experiences which would make them more empathetic residents. This would also empower the kids to have meaningful conversation about real life issues people face.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

Kids feel motivated to read the full book before the book discussion if they are rewarded in some way. Currently the book club is attended by 5 children. We want to invite more kids in Holly Springs to join the book club, but scaling the program would have financial needs. These would be the impact if funds are reduced or denied.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☐	Town of Holly Springs	$ _____	Amount	_____	% of Annual Budget
☐	United Way	$ _____	Amount	_____	% of Annual Budget
☐	Wake County	$ _____	Amount	_____	% of Annual Budget
■	Foundations	$ 25000	Amount	80	% of Annual Budget
☐	Federal	$ _____	Amount	_____	% of Annual Budget
■	Grants	$ 6250	Amount	20	% of Annual Budget
☐	State of N.C.	$ _____	Amount	_____	% of Annual Budget
☐	Other Private Funding	$ _____	Amount	_____	% of Annual Budget
☐	Fundraisers	$ _____	Amount	_____	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

- ☒ **Completed application**
- ☐ **Attachment 1** - Copy of current year budget, if applying for more than $500
- ☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
  (If you do not have an independent audit, please write “n/a” in the space to the left.)
- ☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

B. *If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.*

C. *If applying for more than $500, include a copy of your agency's budget for the current year as* **ATTACHMENT 1.**

D. *If applying for more than $500, include a copy of your agency's most recent independent audit report as* **ATTACHMENT 2.**

5. CERTIFICATION

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Signature of Executive or Applicant

3/4/2024
Date

People's Power Lab's 2023 Financial Statement				
January 1, 2023 - December 31, 2023				
Income	**Contributions**			
		Membership dues		
		Individual donors		
		Nonprofit grants		20,000
		Foundation grants		10,000
Total Income				**30,000**
Expenses				
		Organizers' stipends for 24 youth and adult organizers		13,000
		Organizers training and development		2,000
		Meals/Food for events		2,965
		Transportation		148
		Meeting facility rentals - Fruit of Labor		200
		Newspaper subscription for media workshops		800
		Materials and Supplies - gaming supplies/books for children, citizenship test supplies		484
Total Expenses				**19,597**
Surplus/Rollover				10,403

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: The Sword Conservatory

Mailing address: 112 Tonks Trail, Holly Springs, NC 27540

Current Presiding Officer: Craig C. Freudenrich Ph.D.

Mailing address: 5316 Revere Road, Durham, NC 27713

Telephone: (919) 451-4410 Fax: n/a E-Mail: sircraig@swordconservatory.org

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: July 13, 2016

Agency 501 C-3 Number: _____ Or, Federal Tax ID Number: 81-3074256

Amount and Type of Town funds requested: $ 500 .00 for (check below all that apply)

☒ Capital Costs (construction, large specific purchase)
☐ Operating Costs
☒ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

Parafencing (aka wheelchair fencing) enables walking-challenged people to participate in the sport of fencing. Participants use wheelchairs specially designed for fencing. A setup consisting of 2 platforms with large attached clamps secures the wheels of the chairs each platform. An adjustable metal bar connects the platforms and sets the proper distance between the fencers. Such platform setups cost upwards of $3500. We have designed a setup that consists of 2 director-type camp chairs secured to 2 plywood bases with clamps. An adjustable bar will connect the two platforms. The setup has the advantage of easy assembly, disassembly, and storage. It will cost about 6% of a commercial setup. Our design enables any walking/standing-challenged person to fight another without requiring specialized wheelchairs. Furthermore, any walking/standing-challenged person can spar with either another or an able-bodied person on an equal basis. The setup can be used for fencing and for medieval swordfighting with safety weapons.

We request funds to build 2 such setups and to hold a workshop at the W.E. Hunt Recreation Center to introduce swordfighting to walking/standing-challenged people in the community. Funding this project will allow the Sword Conservatory to further our mission to teach the history, sport, and art of swordsmanship to all, with safety and fun.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

The Sword Conservatory is a 501(c)(3) organization with an active year-round board and daily management. We provide medieval swordfighting and fencing instruction to individuals ages 8 and older living in and around the Holly Springs community through classes at the Hunt center and workshops throughout the Triangle area. Our mission is teaching the history, sport, and art of swordsmanship to all, with safety and fun. However, one under-served population consists of people who are walking-challenged (require wheelchairs, walking aids). With the requested funds, we will build 2 setups that enable these people to participate in swordfighting/fencing and to hold a workshop to introduce them to swordfighting. If the program launch is successful, we will be able to incorporate parafencing into 3 of our existing classes, which would provide a new sports activity for the walking-challenged in the Holly Springs community.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

While we have financial reserves, our revenues are not guaranteed. We maintain a reserve to meet our expenses, maintain operations in the event that revenues drop, and keep costs to our students low. We are seeking financial assistance to reduce the the risk of starting a new program that will serve an under-served population.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

☑	Town of Holly Springs	$ 8,000.00	Amount	70	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
☐	Foundations	$	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
☐	Grants	$	Amount		% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
☑	Other Private Funding	$ 2,300.00	Amount	20	% of Annual Budget
☑	Fundraisers	$ 1,200.00	Amount	10	% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

The numbers provided in section 4A are from our 2024 budget. We offer classes under contract with Holly Springs Parks and Recreation. Holly Springs Parks and Recreation collect fees from our students and provides us with 60% Holly Springs residential class fee. We use these funds to maintain our operating costs including insurance, storage unit rental, equipment, and other operating expenses. We have never received a grant from the Town of Holly Springs.

Our 2024 estimated revenue from our contract is lower than the revenue shown in our 2023 Financial Statement because the Town of Holly Springs changed the cost sharing formula in September 2023. We have reduced our 2024 budget to reflect that change.

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

Craig C. Freudenrich — 2/29/2024

Signature of Executive or Applicant — Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

☒ **Completed application**

☐ **n/a Attachment 1** - Copy of current year budget, if applying for more than $500

☐ **n/a Attachment 2** - Copy of most recent independent audit, if applying for more than $500 (If you do not have an independent audit, please write "n/a" in the space to the left.)

☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

SOSID: 1530337
Date Filed: 7/13/2016 11:41:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2016 188 00732

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: THE SWORD CONSERVATORY, INC.

2. X (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: ERIC STEPHENSON LINDBECK

4. The street address and county of the initial registered agent's office of the corporation is:

   Number and Street: 112 TONKS TRAIL

   City: HOLLY SPRINGS State: NC Zip Code: 27540 County: WAKE

   The mailing address ***if different from the street address*** of the initial registered agent's office is:

   Number and Street or PO Box: _____

   City: _____ State: NC Zip Code: _____ County: _____

5. The name and address of each incorporator is as follows:

   ERIC STEPHENSON LINDBECK, 112 TONKS TRAIL, HOLLY SPRINGS, NC 27540

6. (Check either a or b below.)

   a. ___ The corporation will have members.

   b. X The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

THE SWORD CONSERVATORY, INC.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: (919) 557-4465

Number and Street: 112 TONKS TRAIL

City: HOLLY SPRINGS State: NC Zip Code: 27540 County: WAKE

The mailing address ***if different from the street address*** of the principal office is:

Number and Street or PO Box: _____

City: _____ State: _____ Zip Code: _____ County: _____

10. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

11. These articles will be effective upon filing, unless a future time and/or date is specified: _____

This is the 4th day of July, 2016.

THE SWORD CONSERVATORY, INC.
(Incorporator Business Entity Name)

Signature of Incorporator

ERIC STEPHENSON LINDBECK
Type or print Incorporator's name and title, if any

NOTES:
1. Filing fee is $60. This document must be filed with the Secretary of State.

Attachment to Articles of Incorporation for The Sword Conservatory, Inc.

ITEM 7 Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all the liabilities of the corporation, dispose of the residual assets of the corporation exclusively for exempt purposes of the corporation in such manner, or to one or more organizations which themselves are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding Sections of any future Internal Revenue Code. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, for such purposes or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ITEM 8 Additional Provisions:

a. The Sword Conservatory, Inc. is organized for exclusively religious, charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said Section 501(c)(3) of the Internal Revenue Code of 1986. Specifically, the organization will provide educational programs to the public.

b. Notwithstanding any other provision of these Articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

c. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

d. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 19 2017

THE SWORD CONSERVATORY INC
112 TONKS TRAIL
HOLLY SPRINGS, NC 27540

Employer Identification Number:
81-3074256
DLN:
17053045306017
Contact Person:
HERLEAN C YOUNCE ID# 31473
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 13, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

THE SWORD CONSERVATORY INC

Sincerely,

Stephen a. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

The Sword Conservatory
Statement of Financial Income and Expense
January through December 2023

	Jan - Dec 23
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	
43405 · Donations	
43405-1 · CRF	289.00
43405-3 · Festival of Legends	304.00
43405-4 · Swansboro Pirate Fest	226.14
43405 · Donations - Other	98.40
Total 43405 · Donations	917.54
Total 43400 · Direct Public Support	917.54
45000 · Investments	
45030 · Interest-Savings, Short-term CD	1.16
Total 45000 · Investments	1.16
46400 · Other Types of Income	
46420 · Inventory Sales	3,862.32
46430 · Miscellaneous Revenue	302.56
Total 46400 · Other Types of Income	4,164.88
47200 · Program Income	
47240 · Program Service Fees	
47240-1 · Classes - Holly Springs	10,104.00
47240-2 · Mystic Distillery Classes	250.00
47240-3 · CRF	150.00
47240-4 · Outlander	200.00
47240-6 · Mystic Irish Stick Figthing	87.00
47240-7 · Mystic Highland Games	200.00
47240-8 · Greenville Pirate Fest	250.00
4724010 · Swansboro Pirate Fest	200.00
4724013 · School programs	650.00
4724014 · Viking Experience	845.00
Total 47240 · Program Service Fees	12,936.00
Total 47200 · Program Income	12,936.00
Total Income	18,019.58
Cost of Goods Sold	
50700 · Cost of Sales - Inventory Sales	2,093.84
Total COGS	2,093.84
Gross Profit	15,925.74
Expense	
60900 · Business Expenses	
60940 · Taxes - Not UBIT	263.47
Total 60900 · Business Expenses	263.47
62100 · Contract Services	
62140 · Legal Fees	39.99
Total 62100 · Contract Services	39.99

The Sword Conservatory
Statement of Financial Income and Expense
January through December 2023

	Jan - Dec 23
62800 · Facilities and Equipment	
62840 · Equipment purchase	4,652.49
Total 62800 · Facilities and Equipment	4,652.49
65000 · Operations	
65010 · Books, Subscriptions, Reference	100.00
65030 · Printing and Copying	173.20
65040 · Supplies	780.11
65050 · Telephone, Telecommunications	146.99
Total 65000 · Operations	1,200.30
65100 · Other Types of Expenses	
65110 · Advertising Expenses	260.90
65120 · Insurance - Liability, D and O	2,985.76
Total 65100 · Other Types of Expenses	3,246.66
68300 · Travel and Meetings	
68320 · Travel	
68320-1 · CRF	79.64
68320-3 · Swansboror Pirate Fest	53.61
68320-4 · Greenvill Pirate Fest	47.50
68320-6 · Outlander	39.80
Total 68320 · Travel	220.55
Total 68300 · Travel and Meetings	220.55
Total Expense	9,623.46
Net Ordinary Income	6,302.28
Net Income	**6,302.28**

TOWN OF HOLLY SPRINGS

Local Civic Nonprofit Grant Application Rules

The following are eligibility requirements and rules set by the Town Council for the Local Civic Nonprofit Grant Program:

Who May Apply:

1. Non-profit agencies that hold or have applied for 501(c)(3) tax status and that have been in existence with a credible history of financial responsibility for at least two years. Evidence of 501(c)(3) status should be provided in the grant application (either the 501(c)(3) number; a copy of the 501(c)(3) application; or a sworn affidavit).
2. Applicant organizations that have not been in existence for 2 years or that have not obtained or applied for 501(c)(3) status may apply under the umbrella of another eligible agency that will serve as the applicant and provide fiduciary responsibility.
3. Private individuals or groups requesting funding for capital improvements, enhancements, or landscaping on Town-owned or Town-leased property. Such applications will be subject to the prior-approval of the affected Town department(s) in charge of said Town property before submission of an application for funding.

Grants May Be Used:

1. To support activities which serve a public purpose;
2. To support activities that the Town is authorized by law to engage in;
3. For only up to 25% of general budget support of an applicant's agency's total annual capital and operating budget or no more than $2,500 per year, whichever is greater;
4. For only up to 25% of the costs for a specific public project or public event sponsored by the applicant agency and no more than $2,500 per year;
5. Up to 100% of the monetary cost of materials to provide capital improvements, enhancement or landscaping on Town-owned or Town-leased property, based on the applicant's ability to provide matching in-kind services or funding and based on the Town's desire for the proposed improvement.

Grants May NOT Be Used:

1. To support of any activity that does not serve a public purpose;
2. To financially benefit any one person or group of persons;
3. To support any election campaign, political party or political activity;
4. To support any activity or group that discriminates based on religion, cultural background, national origin, sex, age, sexual orientation or physical or mental disability.

Grant Limitations and Accounting Requirements:

1. Grants of $500 or less will not require matching funds from the applicant.
2. Grants of $501 to $2,500 will require either:
   a. matching funds from the applicant, or;
   b. be no more than 25% of the applicants agency's total annual budget, or:
3. An applicant agency's prior year independent financial audit, if available, should be provided with application.
4. An applicant agency's current year operating budget must be provided with application.
5. Applicant must demonstrate that facilities and projects will be accessible to people with disabilities.
6. All information requested on the grant application must be supplied or adequate reason given as to why information is not provided.
7. All applications, including financial information provided, are public records upon submission to the Town, and therefore subject to public inspection upon request.
8. Any additional information requested by the Town's finance department will be provided upon request.

9. **Grant funds awarded for public projects or events**: Receipts for purchases and services paid for from grant funding must be provided to the Town and should total the amount of the grant request. Receipts should be submitted to the Town within 15 days of expenditure. Failure to provide receipts may result in the forfeiture of remaining grant funds.
10. **Grant funds awarded for public projects or events**: Any unspent grant funds as of June 30 must be returned to the Town of Holly Springs within 15 days, or July 15, whichever is earlier. Grant funds may not be saved from year to year, but agencies can reapply for the funding in the following fiscal year. Applicant agencies that do not return unspent grant funds or provide evidence that the funds have been spent on qualified expenditures will not be eligible to apply for funding in the following fiscal year.
11. **Grant funds awarded for general budget support of an applicant agency**: Receipts do not have to be provided; however, a general accounting of how Town funds were expended during the year must be submitted along with the agency's grant application in the following year in order for the applicant agency to be considered for future funding.
12. Any application that is incomplete or does not meet the above criteria will not be considered for funding.
13. The Town may award the entire amount, any portion, or none of the funds requested in any application.
14. The Town may or may not allocate all funding available in the Special Programs Contributions item of the budget.
15. Applicant agencies should not anticipate that funding will be made in future years and should not plan annual budgets that would depend on funding from the Town, as that may not be possible.

Applications will be evaluated in the following manner:

The Town Clerk will review applications for completeness and timeliness. The Town Clerk will conduct a pre-evaluation criteria check to ensure only eligible applications are advanced to the assessment stage. If an application fails to meet any of the below criteria the application will not be considered for a grant award in the current fiscal year.

- Has a complete application been received on-time, including required financial documentation and proof of 501(c)(3) status?
- Will funds be spent for a public purpose?
- Will funds be spent on an activity the Town is authorized by law to engage in?
- Will funding from the Town amount to no more than $2,500, or no more than 25% of an applicant agency's total budget or project budget, whichever is greater?
- Does the applicant demonstrate that facilities and projects will be accessible to people with disabilities?

A review committee of Town staff will be formed to evaluate applications on a set of defined criteria. The staff review committee will be comprised of at least three Town staff, as directed by the Town Manager. All applications will be assessed on the following criteria:

- Will the agency, project, or event receiving support be reasonably available to all residents of Holly Springs?
- Is the funding organization locally based or providing a direct tangible impact on life in Holly Springs?
- What amount of funding is requested?
- Does the activity support the Town's strategic priority areas?
- Does the organization have year-round managerial leadership or an active board?

A committee consisting of two Councilmembers will evaluate grant applications based on criteria scoring provided by Town staff. This committee will provide funding recommendations for applicants to be approved by Town Council.

Timeline:

January 8, 2024 – March 4, 2024 – Applications are made available to organizations. Emails are sent to organizations who applied in the past or who have requested to be added to the email list. Notification will also appear on the web page and the Town's social media accounts.

March 5 – March 8, 2023 – Applications reviewed by Town Clerk's office for compliance;

March 2024 - Applications scored by Staff Committee and forwarded to Council Grants Committee

March - April 2024 – Council Grants Committee meets to evaluate applications

April 2024 – Grants Committee makes recommendations to full Council, who votes on appropriations.

TOWN OF HOLLY SPRINGS

Local civic organization grant application

Name of Agency OR Individual Seeking Funding: Western Wake Crisis Ministry

Mailing address: 1600 Olive Chapel Road, Suite 408, Apex, NC 27502

Current Presiding Officer: Jenn Von Egidy, Interim Executive Director

Mailing address: 1600 Olive Chapel Road, Suite 408, Apex, NC 27502

Telephone: 919.362.0657 Fax: n/a E-Mail: executivedirector@wwcm.org

(Check one)

Legal Status: ☒ Private non-profit corporation ☐ Unincorporated civic group ☐ Other (Please describe below)

Date Organization Formed or Chartered: 1984

Agency 501 C-3 Number: 56-1585440 Or, Federal Tax ID Number:

Amount and Type of Town funds requested: $ 2500 .00 for (check below all that apply)

☐ Capital Costs (construction, large specific purchase)
☒ Operating Costs
☐ Project / Event Costs

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1. Please give a brief description of the proposed program or project for which you are applying to the Town of Holly Springs Local Civic Organization Grant Program. **(Please limit your response using only the space provided below)**

Western Wake Crisis Ministry (WWCM) is dedicated to providing vital support to individuals and families facing crises. Our most impactful programs focus on emergency assistance, including food and financial aid, as well as case management services aimed at addressing the root causes of crises. In the past year, WWCM has achieved significant milestones, including:Expanded Food Distribution: Despite challenges posed by the COVID-19 pandemic, WWCM expanded its food distribution efforts to meet the increased demand for food assistance in our community. Through partnerships with local businesses and organizations, we were able to provide nutritious meals to a record number of individuals and families in need. Financial Assistance Programs: WWCM targeted financial assistance programs to help individuals facing eviction,utility shutoffs, and other emergencies exacerbated by the pandemic. Through these programs, we provided critical financial support to prevent homelessness and ensure that families could maintain stability during challenging times.Case Management Services: Our team of dedicated case managers worked tirelessly to provide personalized support to clients, addressing underlying issues contributing to their crises. By connecting clients with resources such as employment assistance, healthcare services, and support services, we empowered individuals and families to overcome obstacles and achieve long-term stability. Community Outreach and Education: WWCM prioritized community outreach and education efforts to raise awareness about our services and provide valuable resources to those in need. Collaborative Partnerships: WWCM forged strategic partnerships with local government agencies, businesses, and nonprofit organizations to maximize our impact and reach more individuals in need. By collaborating with community stakeholders, we leveraged resources and expertise to address complex social challenges and create sustainable solutions. Overall, Western Wake Crisis Ministry's programs have made a significant impact in addressing immediate needs and empowering individuals and families to overcome crises. We remain committed to serving our community with compassion, integrity, and dedication.

2. Identify specifically what you seek to accomplish with the requested funds, including how this will help achieve your organizational goals and how the Town of Holly Springs will benefit.
(Please limit your response using only the space provided below)

Grant funding from the Town of Holly Springs will support Holly Springs residents in crisis by assisting them with payment of overdue rent and utilities.
Families are required to meet criteria documenting a current situation or verifying limited income. Eligible families may receive up to $1000 in assistance annually. Exceptions to the income limit or the maximum annual amount are sometimes made in situations when health or safety is at risk or when homelessness is being prevented.
The full request of these grant funds will be to support crisis assistance and homeless prevention through direct payment of financial assistance. Our goal is to ensure the basic need of shelter, including heat and electricity, is maintained.

3. Describe the impact on your program if funds are reduced or not provided.
(Please limit your response using only the space provided below)

Funding awarded will be fully distributed to Holly Springs households to prevent utility disconnection and eviction. Due to the rising cost of living and growing population, if the funds are not provided at the full amount requested, $2,500, WWCM may not be able to serve all Holly Springs residents that would otherwise be eligible for assistance.

4. **FINANCIAL INFORMATION**

A. List your agency's principal source(s) of funding and corresponding percentages of your budget from each:

■	Town of Holly Springs	$ 2500	Amount	1	% of Annual Budget
☐	United Way	$	Amount		% of Annual Budget
☐	Wake County	$	Amount		% of Annual Budget
■	Foundations	$ see grants	Amount		% of Annual Budget
☐	Federal	$	Amount		% of Annual Budget
■	Grants	$ 136,000	Amount	10	% of Annual Budget
☐	State of N.C.	$	Amount		% of Annual Budget
■	Other Private Funding	$ 573,334	Amount	40	% of Annual Budget
☐	Fundraisers	$	Amount		% of Annual Budget

B. If your organization received funding from the Town of Holly Springs last year, please describe below how those funds were used, accounting specifically for the dollars received from the Town.

NA

C. If applying for more than $500, include a copy of your agency's budget for the current year as **ATTACHMENT 1.**

D. If applying for more than $500, include a copy of your agency's most recent independent audit report as **ATTACHMENT 2.**

5. **CERTIFICATION**

As the chief executive officer of this agency, or, as the individual applying for grant funding, I certify that the above information is true and complete to the best of my knowledge and belief.

I further agree that any funds received in response to this grant will be used for the purposes stated and that the recipient organization will comply with all state and local laws set forth for the expenditure of public funds. I/We understand that any donated funds not used for the specified purposes must be returned to the Town of Holly Springs.

3/4/2024

Signature of Executive or Applicant Date

Return completed application and all attachments by March 4, 2022 to:
Town of Holly Springs
ATTN: Town Clerk
P.O. Box 8
Holly Springs, NC 27540
E = Linda.McKinney@hollyspringsnc.gov

Applicant Checklist:

- ☒ **Completed application**
- ☒ **Attachment 1** - Copy of current year budget, if applying for more than $500
- ☐ **Attachment 2** - Copy of most recent independent audit, if applying for more than $500
  (If you do not have an independent audit, please write “n/a” in the space to the left.)
- ☒ **Attachment 3** - Excel spreadsheet financial statement for your organization.

Western Wake Crisis Ministry

Budget Overview: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Total
Revenue													
6100 In Kind Contribution													0.00
6101 Food Donations	53,484.99	38,454.88	37,310.16	43,812.58	80,512.50	85,025.33	52,830.97	40,285.55	54,730.80	37,635.29	48,720.21	52,196.74	625,000.00
6102 Gifts in Kind-Goods	0.00	0.00	126.48	7,100.16	5,281.65	3,114.04	104.67	74.14	1,055.57	0.00	56.05	87.24	17,000.00
6103 Facility Donations	4,491.00	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	4,625.73	55,374.03
6104 Professional Fees Donations	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Total 6100 In Kind Contribution	**$ 57,975.99**	**$ 43,080.61**	**$ 42,062.37**	**$ 56,538.47**	**$ 90,419.88**	**$ 92,765.10**	**$ 57,561.37**	**$ 44,985.42**	**$ 60,412.10**	**$ 42,261.02**	**$ 53,401.99**	**$ 56,909.71**	**$ 698,374.03**
6200 Grants													0.00
6201 Foundation, Corp, Private Grants	100,000.00	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,000.00
6202 Government Grants	15,000.00	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
Total 6200 Grants	**$ 115,000.00**	**$ 0.00**	**$ 0.00**	**$ 21,000.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 136,000.00**
6300 Contributions													0.00
6301 Civic Group/Club	0.00	3,275.31	26.95	74.34	0.00	1,541.49	83.63	424.64	6,986.66	45.53	2,425.21	4,367.24	19,251.00
6302 Church/Faith Community	5,668.28	6,649.45	4,504.87	1,656.89	2,338.07	7,013.29	4,707.45	20,940.41	3,666.25	5,871.33	1,552.69	9,902.02	74,471.00
6303 Corporate Contributions	27,738.95	17,006.96	11,005.78	1,019.46	4,841.97	12,606.87	5,255.12	7,103.67	385.51	2,723.83	1,994.88	0.00	91,683.00
6307 Indirect Support	0.00	0.00	0.00	0.00	9,504.24	0.00	0.00	0.00	809.76	0.00	0.00	0.00	10,314.00
6308 Individual	15,186.60	20,736.85	21,313.95	14,642.46	39,515.29	108,141.15	37,286.18	12,216.38	8,016.74	9,773.98	16,400.66	30,033.76	333,264.00
6309 Contributions-Stock/Securities	0.00	0.00	0.00	0.00	0.00	12,551.00	0.00	0.00	0.00	0.00	0.00	0.00	12,551.00
Total 6300 Contributions	**$ 48,593.83**	**$ 47,668.57**	**$ 36,851.55**	**$ 17,393.15**	**$ 56,199.57**	**$ 141,853.80**	**$ 47,332.38**	**$ 40,685.10**	**$ 19,864.92**	**$ 18,414.67**	**$ 22,373.44**	**$ 44,303.02**	**$ 541,534.00**
6400 Investments & Other													0.00
6401 Interest Income	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
Total 6400 Investments & Other	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 2,500.00**	**$ 30,000.00**
6700 UCAP	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00
Total Revenue	**$ 225,569.82**	**$ 94,749.18**	**$ 82,913.92**	**$ 98,931.62**	**$ 150,619.45**	**$ 238,618.90**	**$ 108,893.75**	**$ 89,670.52**	**$ 84,277.02**	**$ 64,675.69**	**$ 79,775.43**	**$ 105,212.73**	**$ 1,423,908.03**
Gross Profit	**$ 225,569.82**	**$ 94,749.18**	**$ 82,913.92**	**$ 98,931.62**	**$ 150,619.45**	**$ 238,618.90**	**$ 108,893.75**	**$ 89,670.52**	**$ 84,277.02**	**$ 64,675.69**	**$ 79,775.43**	**$ 105,212.73**	**$ 1,423,908.03**
Expenditures													
8100 Client Assistance													0.00
8101 Client Assistance-Bagged Food	53,484.99	38,454.88	37,310.16	43,812.58	80,512.50	85,025.33	52,830.97	40,285.55	54,730.80	37,635.29	48,720.21	52,196.74	625,000.00
8103 Food Purchases	0.00	0.00	0.00	0.00	14,850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,850.00
8105 Client Assistance-Prescriptions	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
8106 Client Assistance-Housing Assistance	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	14,355.00	172,260.00
8107 Client Assistance-Utilities	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	10,395.00	124,740.00
8108 Client Assistance-Other	100,083.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	101,000.00
8109 Client Assist-Transportation	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.37	2,500.00
Total 8100 Client Assistance	**$ 178,609.98**	**$ 63,579.87**	**$ 62,435.15**	**$ 68,937.57**	**$ 120,487.49**	**$ 110,150.32**	**$ 77,955.96**	**$ 65,410.54**	**$ 79,855.79**	**$ 62,760.28**	**$ 73,845.20**	**$ 77,321.85**	**$ 1,041,350.00**
8200 Business Expenses													0.00
8202 Business Registration Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	200.00
Total 8200 Business Expenses	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 200.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 200.00**
8300 Contract Services													0.00

8301 Accounting Fees	125.00	125.00	125.00	125.00	125.00	125.00	125.00	9,125.00	125.00	125.00	125.00	125.00	10,500.00
8303 Legal Fees	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.63	200.00
8304 Tech Support	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
8305 Fundraising	3,800.00	0.00	0.00	6,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
Total 8300 Contract Services	**$ 4,041.67**	**$ 241.67**	**$ 241.67**	**$ 6,441.67**	**$ 241.67**	**$ 241.67**	**$ 241.67**	**$ 9,241.67**	**$ 241.67**	**$ 241.67**	**$ 241.67**	**$ 241.63**	**$ 21,900.00**
8400 Facilities and Equipment													0.00
8402 Equip Rental and Maintenance	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	2,000.00
8404 Janitorial Services	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
8406 Pest Control	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.13	650.00
8407 WWCM-Rent	6,205.21	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	6,362.87	76,196.78
8408 WWCM-Utilities	699.61	694.36	731.07	673.76	1,022.34	607.64	594.45	554.31	616.06	613.93	1,054.12	638.35	8,500.00
8409 Waste Disposal	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Total 8400 Facilities and Equipment	**$ 7,600.66**	**$ 7,753.07**	**$ 7,789.78**	**$ 7,732.47**	**$ 8,081.05**	**$ 7,666.35**	**$ 7,653.16**	**$ 7,613.02**	**$ 7,674.77**	**$ 7,672.64**	**$ 8,112.83**	**$ 7,696.98**	**$ 93,046.78**
8500 Operations													0.00
8501 Advertising Expenses	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
8502 Bank/Credit card charges	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
8503 Books, Subscriptions, Reference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8504 Insurance-Liability D & O, W/C,	0.00	0.00	0.00	5,430.00	0.00	0.00	0.00	1,070.00	0.00	0.00	0.00	0.00	6,500.00
8507 Marketing & Promotions	9.82	0.00	894.29	0.00	245.42	0.00	0.00	0.00	0.00	703.22	147.25	0.00	2,000.00
8508 Meeting/Event Expense	0.00	1,636.86	2,189.47	9,088.38	0.00	0.00	0.00	0.00	0.00	85.29	0.00	0.00	13,000.00
8509 Memberships and Dues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	400.00	1,000.00
8510 Postage, Mailing Service	130.45	168.10	124.75	374.25	0.00	769.21	280.54	21.71	0.00	130.99	0.00	0.00	2,000.00
8511 Printing and Copying	37.39	95.88	657.56	1,508.07	19.56	3,422.82	91.74	0.00	16.43	270.20	0.00	1,880.35	8,000.00
8512 Volunteer Development	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00
8513 Supplies	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
8514 Telephone, Telecommunication	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	725.00	8,700.00
8515 Event Prizes	0.00	0.00	0.00	5,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,400.00
8518 Board Development	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
8519 Staff Development	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Total 8500 Operations	**$ 2,302.66**	**$ 4,025.84**	**$ 5,991.07**	**$ 23,925.70**	**$ 2,389.98**	**$ 6,317.03**	**$ 2,497.28**	**$ 3,216.71**	**$ 2,741.43**	**$ 3,314.70**	**$ 2,272.25**	**$ 4,405.35**	**$ 63,400.00**
8600 Payroll Expenses													0.00
8601 Staff Salaries	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.73	24,071.70	288,860.73
8602 Payroll Taxes-Employer	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.21	2,186.23	26,234.54
8603 Employee Benefits	775.00	775.00	775.00	775.00	775.00	775.00	1,202.15	1,202.15	1,202.15	1,202.15	1,202.15	1,202.16	11,862.91
Total 8600 Payroll Expenses	**$ 27,032.94**	**$ 27,032.94**	**$ 27,032.94**	**$ 27,032.94**	**$ 27,032.94**	**$ 27,032.94**	**$ 27,460.09**	**$ 27,460.09**	**$ 27,460.09**	**$ 27,460.09**	**$ 27,460.09**	**$ 27,460.09**	**$ 326,958.18**
8700 Travel and Meetings													0.00
8702 Travel	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Total 8700 Travel and Meetings	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 125.00**	**$ 1,500.00**
Total Expenditures	**$ 219,712.91**	**$ 102,758.39**	**$ 103,615.61**	**$ 134,195.35**	**$ 158,358.13**	**$ 151,533.31**	**$ 115,933.16**	**$ 113,267.03**	**$ 118,098.75**	**$ 101,574.38**	**$ 112,057.04**	**$ 117,250.90**	**$ 1,548,354.96**
Net Operating Revenue	**$ 5,856.91**	**-$ 8,009.21**	**-$ 20,701.69**	**-$ 35,263.73**	**-$ 7,738.68**	**$ 87,085.59**	**-$ 7,039.41**	**-$ 23,596.51**	**-$ 33,821.73**	**-$ 36,898.69**	**-$ 32,281.61**	**-$ 12,038.17**	**-$ 124,446.93**
Net Revenue	**$ 5,856.91**	**-$ 8,009.21**	**-$ 20,701.69**	**-$ 35,263.73**	**-$ 7,738.68**	**$ 87,085.59**	**-$ 7,039.41**	**-$ 23,596.51**	**-$ 33,821.73**	**-$ 36,898.69**	**-$ 32,281.61**	**-$ 12,038.17**	**-$ 124,446.93**

ASSETS	Value		LIABILITIES AND NET WORTH	Loan Balance
Deposits in banks and other financial institutions	$1,028,439		Balance of loans on vehicles and equipment	
Value of marketable stocks and bonds			Balance of loans on real estate	
Value of vehicles & equipment			Balance of other loans	
Value of real estate			Cost of other liabilities (itemize)	
Value of other assets	$63,337			
Fixed assets	$60,086		**TOTAL LIABILITIES**	**$0**
TOTAL ASSETS	**$1,151,862**		**NET WORTH**	**$1,151,862**

Civic Nonprofit Grants- Council Committee Review

Name	Program or Use	Grant Committee Recommended Amount	Amount Requested
2024			
Holly Springs Community Band	Grant funds will continue to help the band with rehearsals & performances, sheet music for the concerts, equipment, operating costs, and transportation when needed.	$2,500	$2,500
Holly Springs High School Band Boosters	Band Is seeing growth in student population and memebership. Thankful for last year's grant. This years funds will be used to purchase materials to build a second storage shed to house equipment and their utility vehicle. Teacher oversight and instrcution as well as student participation from construction class will be coupled with the town's funding efforts.	$1,000	$2,500
InterAct	Crisis intervention services and client assistance fund to assist victims and family memebrs with life-saving crisis counseling and support for those seeking physical safety. Also financial assitance for those in crisis for food, shelter, and transportation. 62 victims who identified living in HS	$2,000	$2,500

For Girls Like Quaneisha	Organization with a mission of helping girls age 8-14 in Holly Springs, FV, and Garner to stregnthen, encourage, inspire, and empower young girls to be their authentic selves. Funding will be used to help with website optimization, curriculum purchase, and support the end of year banquet/fundraiser.	$1,000	$2,500
Holly Springs Civitan	Civitan has applied for funding in support of their annual Steppin Out Dance program (May 17, 2024). The group puts on the dance and a Trunk or Treat event as well as a resource fair each year. The group is a member of Civitan Intl whose mission is to advocate for people with developmental and intellectual disabilities.	$500	$500
Holly Springs Interfaith Alliance	HSIA is comprised of different faith communitities withing Holly Springs and with a mission to work together toward unity, love, and acceptance for the betterment of people in the community. Funding requested to support program costs for events, supplies, technology and outreach.	$500	$500

YMCA Camp GRACE	YMCA operates Camp GRACE which is a developmentally apporpriate summer camp for children with autism and Pervasive Developmental Disorder. More costly and staff intensive to run and open to both Y members and non members. Requesting funds to subsidize the camp cutting the cost to serve one camper in half. Combination of town funds and other philantropic grants.	$2,500	$2,500
Holly Springs High School Boys to Men Mentorship Program	Boys 2 Men Mentoring program strives to enhance the personal productivity of males by affecting their self image, personal expectations and self awareness thereby positively impacting their social interaction and academic performance. Program aims to keep young men in school and develop aspirations for the later stages of life. Funding will be used to assist with fundraising efforts for a program trip.	$1,000	$2,500
Kiwanis Club	Kiwanis Club efforts focus on community service and programs for children.GRoup has struggled with membership in recent years. This year requesting funds to support the yearly Dictionary Project which raises and invests funds to distribute dictionaries to 3rd grade students in area Wake County Schools.	$1,500	$2,500

BeShe Inc	Non profit with the objective of supporting Domestic Violence victims in our community. Funding used to continue training staff for situations and use a portion of funds to enhance its website.	$500	$500
Western Wake Crisis Ministry	Dedicated to providing emergency assistance to individuals and families facing crisies. Most impactful programs are through food and financial aid, as well as case management help. Grant funding will support Holly Springs residents in crisis by assisting them with overdue rent and utility payments. GOal is to ensure stability of basic needs liek shelter, water, and electric. Funding fully distributed to Holly Springs residents.	$3,500	$2,500
Holly Springs MLK Jr Committee	MLK Jr Committee provides scholarships to graduating seniors and conducts several service events headlined by the Unity Weekend celebrating Dr. King's Birthday. Grant funding will assist the committee with planning and accomplishing their events and fundraisers for this year.	$500	$500

Holly Springs High School PTSA	HSHS PTSA Teacher Grant program provides funds to HSHS staff to be used for instruction-related materials and activities, ultimately benefitting the 2,000+ students at HSHS everyday. Sometimes grants are matched by the PTSA with other funds	$2,000	$2,500
People's Power Lab- Raleigh	Holly Springs Inclusive Kids Book Club started in 2023 and goal was to enable kids to read a book with stories about diverse life experiences. Attended by elementary aged kids 8 and above. Funding will be used to expand the program by offering cash prizes for book reviews, paid subscription to Kahoot to make the trivia games more fun, and support rental costs for space to house the program. HS Kids Book Clubd is program sponsored by People's Power Lab org.	$500	$500

The Sword Conservatory	501c3 group with active year round board and daily management dedicated to Parafencing (aka wheelchair fencing) enables walking challenged people to participate in the sport of fencing. Requesting funds to help build 2 specialized wheelchair setups used for the fencing programs and to hold a workshop at the Hunt Center to introduce swordfighting to walking/standing challenged people in the community. Currently collect revenues through offering classes on contract basis with HSPR	$500	$500
Totals		**$20,000**	**$28,000**
			$20,000

DID NOT APPLY IN 2024

FACTS for Youth	FACTS provides programs to offer students and athletes vital financial literacy knowledge and prepare for life after high school. Through basic money management and college and career exploration they are equipping and empowering youth with the ability to achieve financial independence. Funds will be used to support the year's pitch contest for students 12-18 (space rental at Hunt Center, stipend for judges, and prizes for finalists
South Wake Conservationists	Requesting funds to be used for meat processing fees and coordination/donation of harvested deer from hunters and farmers for donation to needy families for a good source of protein. Meat donated directly back to HS community in HS Food Cupboard or The Point Church programs. Deer intake was 175% more than year before.
Fuquay Varina Emergency Food Pantry	Food pantry in FV serving clients in NE portion of Holly Springs. Provides full week's worth of food to those who need it. Produce, baked goods, packaged foods, and other necessities. Will use funding to purchase food or perishable items that are needed that are not received through donations.

LaunchHOLLYSPRINGS	Charted by Rotary, Launch is a program that suppOrts women or minority owned business or entreprenuers develop business plans, get small biz loans, and mentor business owners.

2023 Received	New or Returning
$2,000	Returning
$2,000	Returning
$2,000	Returning after hiatus last year

$1,000 Returning

$500 Returning

$500 Returning

$2,500 Returning

$1,000 Returning

$1,500 Returning

$500	Returning
$0	Returning- but no grant received since 2022
$0	Returning- but no grant received since 2021

$0	Returning- but no grant received since 2022
$0	New

New

$16,000

$0 check

$500 New

$2,000 Returning

$500 New- maybe used
diff name in past?

$1,000 Returning

Civic Nonprofit Grants

Name	Amount Awarded	Amount Requested
2023		
Holly Springs Community Band	$2,000	$2,000
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs High School Band Boosters	$2,000	$2,500
LaunchHOLLYSPRINGS	$1,000	$1,000
South Wake Conservationists	$2,000	$2,000
Fuquay Varina Emergency Food Pantry	$500	$250
InterAct	$2,000	$2,500
For Girls Like Quaneisha	$1,000	$2,500
Holly Springs Civitan	$500	$500
Holly Springs Interfaith Alliance	$500	$500
YMCA Camp Excel and Camp GRACE	$2,500	$2,500
Holly Springs High School Boys to Men Mentorship Program	$1,000	$2,500
Kiwanis Club	$1,500	$2,500
BeShe Inc	$500	$1,000
FACTS for Youth	$500	$500
2022		
Holly Springs Community Band	$2,000	$2,000
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs High School Band	$2,000	$2,500
Holly Springs High School PTSA	$1,500	$1,500
LaunchHOLLYSPRINGS	$1,000	$1,000
South Wake Conservationists	$2,000	$2,000
Love Is A Parable	$0	$2,500
For Girls Like Quaneisha	$500	$500
Holly Springs Civitan	$500	$500
YMCA Camp High Hopes	$2,500	$2,500
Hawktimus Prime and HGES Kids Duty	$1,250	$0
Boyz 2 Men (HSHS Boys Mentorship)	$1,000	$0
Western Wake	$5,000	$2,500
2021		
Holly Springs Community Band	$2,000	$2,000
Holly Springs Food Cupboard	$2,500	$0
Holly Springs High School Band	$2,500	$2,500
Holly Springs High School PTSA	$2,500	$2,500
InterAct	$2,000	$1,000
LaunchHOLLYSPRINGS	$1,000	$1,000
South Wake Conservationists	$1,000	$1,000
Love Is A Parable	$500	$2,500
Holly Springs MLK	$500	$500
Oak City Sound	$500	$500

FV Food Shelf	$2,500	$0
Kirk of Cary Food	$2,500	$0
Western Wake	$5,000	$0

2020

Fuquay Varina Food Shelf	$1,000	$5,000
Holly Springs Civitan	$500	$500
Holly Springs Community Band	$2,000	$2,000
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs High School Band	$2,000	$2,500
Holly Springs High School PTSA	$1,500	$2,500
InterAct	$1,000	$1,000
Holly Springs Kiwanis Club	$1,500	$2,500
Kraft YMCA	$0	$2,500
LaunchHOLLYSPRINGS	$1,000	$750
South Wake Conservationists	$1,000	$1,500
Western Wake Crisis Ministry	$1,000	$2,500

2019

Hawktimus Prime	$500	$500
Holly Grove Middle PTSA	$500	$1,500
Holly Springs Community Band	$2,000	$2,000
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs High School Band	$2,000	$2,500
Holly Springs MLK Committee	$500	$500
Holly Springs High School PTSA	$1,500	$2,000
InterAct	$1,000	$2,500
Holly Springs Kiwanis Club	$1,500	$2,500
LaunchHOLLYSPRINGS	$500	$1,000
Sense of Play	$500	$6,223
South Wake Conservationists	$500	$500
SW Wake Lions	$1,500	$2,500

2018

Holly Grove Middle PTSA	$500	$500
Holly Springs Civitan	$500	$500
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs Community Band	$2,000	$2,000
Holly Springs High School Band	$2,000	$2,500
Holly Springs High School PTSA	$1,500	$2,000
InterAct	$1,000	$2,000
Holly Springs MLK Committee	$500	$500
Sense of Play	$500	$500
Holly Springs Lions	$2,000	$2,500

Kiwanis	$1,500	$2,500
Rotary	$500	$1,500

2017		
Holly Springs MLK Committee	$500	$500
Holly Springs Food Cupboard	$2,500	$2,500
Holly Springs High School PTSA	$2,000	$2,000
InterAct	$500	$2,500
Holly Springs Community Band	$2,000	$2,000
Holly Springs Civitan	$500	$500
Holly Springs High School Band	$2,000	$2,500