



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of October 15, 2024 meeting agenda

RECOGNITIONS

5. Autism Acceptance Day
6. William Ball IV, Powerlifter Champion
7. Recognize Holly Springs Employees Responding to and Supporting Areas Affected by Hurricane Helene

REQUESTS AND COMMUNICATIONS

8. Holly Springs Chamber of Commerce Update

CONSENT AGENDA

9. September 10, 2024 workshop meeting and September 17, 2024 Business meeting minutes
10. Monthly Budget Amendments
11. Voluntary Rescinding LAPP funds for Avent Ferry Road Pedestrian Improvement
12. Axon Taser Purchase Contract for Police Department
13. Fujifilm Diosynth Biotechnologies Reclaimed Water Service Agreement Major User (MUA)
14. Wastewater Chemical Suppliers and Services Sole Sourcing
15. Acceptance of Supplemental Nutritional Assistance Program (SNAP) Grant Funding
16. Signal Update Contract Amendments - Various Transportation Projects

PUBLIC HEARINGS

17. Symphonia Rezoning 22-REZ-10 and Development Agreement - Legislative Public Hearing

NEW BUSINESS

18. Downtown Investment Grant Policy (DIG) Update
19. Main St. and NC 55 Right Turn Lane - Construction Contracts
20. Ting Park - Oak Hall Greenway Professional Services Contract for Design - (TOHS Project 23-015)

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.

Recognitions

Title: Autism Acceptance Day

Strategic Priority Area: Community Safety

Staff Resource: Mayor Mayefskie

Action(s):

Proclaim November 9, 2024 as Autism Acceptance Day in Holly Springs.

Explanation:

- November 9, 2024 is Holly Springs' 8th Annual Autism Acceptance Day at the Law Enforcement Center.
- The Holly Springs event features a Neurodiversity Resource Fair, food trucks, games, superheroes, and an available quiet room.
- The Mayor wishes to voice support for this important event by proclaiming November 9, 2024 Autism Awareness Day in Holly Springs.

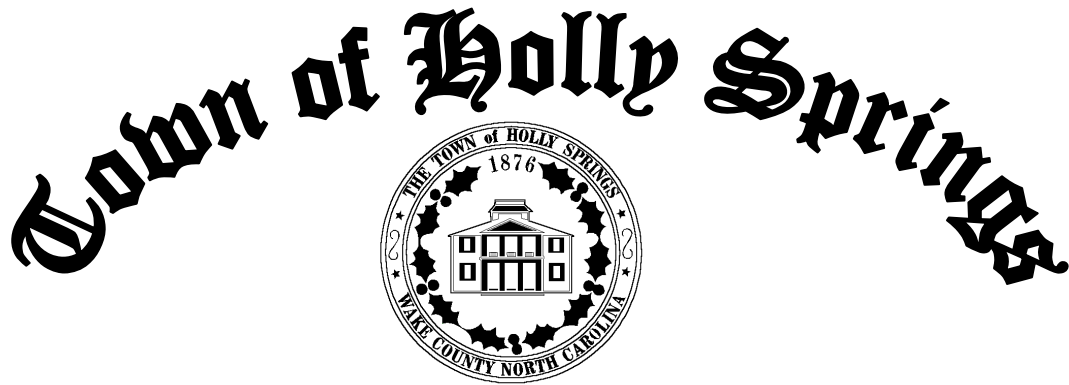
Background:

- Holly Springs has partnered in the past with the Autism Society of North Carolina to bring awareness to Autism in our society.

Funding Source(s):

Attachment(s):

1. Autism Acceptance Day



A Proclamation by the Mayor

Autism Acceptance Day

WHEREAS, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it; and,

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally; and,

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives; and,

WHEREAS, Autism North Carolina is spearheading an awareness effort to educate parents, professionals and the general public about autism and its effects and to encourage families with members with autism to register with public safety agencies so emergency personnel can better protect their loved ones in a crisis;

NOW, THEREFORE I, Mayor Sean Mayefskie, do hereby proclaim November 9, 2024 as

Autism Acceptance Day

in the Town of Holly Springs, and I urge all citizens to become better educated about autism and to create a better community for individuals with autism.

Proclaimed this, the 15th day of October 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 15th day of October 2024



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: William Ball IV, Powerlifter Champion

Strategic Priority Area: Vibrant Community

Staff Resource: Mayor Mayefskie

Action(s):

Recognize William Ball IV, Gold Medalist at the International Powerlifting Federation World Championships in Malta.

Explanation:

- William Ball IV recently won the Gold Medal at the International Powerlifting Federation World Championships in Malta.
- William Ball IV graduated from Holly Springs High School in June 2024.
- Mr. Ball achieved a 606.2 lb squat, a 429.9 lb bench press, and a 701 lb deadlift.
- Mr. Ball went to Malta as the only representative of the United States in the 93 kg Sub-Junior class.

Background:

- William Ball IV began weight lifting two and a half years ago and power lifting year and a half ago.
- Mr. Ball credits Holly Springs High School as the first place he started seriously lifting.
- Winning the 2024 National Powerlifter Championship in the 93 kg weight class in Austin, Texas earned Mr. Ball a spot at the World Championship.

Funding Source(s):

N/A

Attachment(s):

1. William Ball IV

Town of Holly Springs



A Proclamation By The Mayor

Honoring William Ball IV

WHEREAS, William Ball IV began weight lifting 2½ years ago and power lifting 1½ years ago; and

WHEREAS, in winning the 2024 National Powerlifter Championship in Austin Texas, William earned a spot at the World Championship in Malta, where he was the only representative of the United States in his 93kg Sub-Junior class; and

WHEREAS, William, a Holly Springs High School Senior, won the Gold Medal at the International Powerlifting Federation World Championship with a 606.2 pound squat, a 429.9 pound bench press, and a 701 pound dead lift.

NOW, THEREFORE, I, Sean Mayefskie, am hereby honored to recognize and celebrate

William Ball IV

of Holly Springs, NC and I urge all citizens to join me in celebrating the accomplishments of William Ball IV, recognizing the example that he has set as a role model for students, athletes, and citizens of the Town of Holly Springs, and congratulating him on winning the Gold Medal at the International Powerlifting Federation World Championship.

Proclaimed this, the 15th day of October, 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 15th day of October, 2024

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Recognitions

Title: Recognize Holly Springs Employees Responding to and Supporting Areas Affected by Hurricane Helene

Strategic Priority Area: Community Safety

Staff Resource: Mayor Mayefskie

Action(s):

Mayor Mayefskie will recognize the Holly Springs staff who assisted with rescue, recovery, and other emergency support needs in the wake of Hurricane Helene.

Explanation:

- Holly Springs sent Jeff Wilson, Chief Information Officer, Jennifer Mathis, Emergency Management Specialist, and firefighters and police officers to areas affected by Hurricane Helene.
- Additionally, many other Town staff remained in Holly Springs, but supported recovery efforts by assisting with loading trucks, back-filling shifts of deployed personnel, collecting donations, and other activities.
- The "first wave" of those deployed included:
 - Battalion Chief Hunter Byars
 - Engineer Chris Foisey
 - Firefighter Andrew Deal
 - Firefighter Tate Smith
 - Lieutenant Robbie Parrish
 - Sergeant Tom Brienzi
 - Detective Sergeant Joshua Kinney
 - Detective Erik Seda
 - Officer Hadjali Aouas
 - Officer Percy Evans
 - Officer Austin Eason
 - Officer Lloyd Garrick
 - Officer Timothy Shine
 - Officer Brian Tew
 - Officer Reid Thomas
 - Officer Damion Younts
 - Quartermaster John Jenkins
- A second wave will include more police officers as well as the following firefighters:
 - Captain Jason Parrish
 - Engineer Jamison Stafford
 - Firefighter Bryan Barbour
 - Firefighter Irina Jackson

Background:

- Hurricane Helene brought strong winds and devastating amounts of rain to western North Carolina.
- The weather event created widespread flash floods which have destroyed communities, washed away roadways, downed powerlines, and impacted other basic services such as municipal water supplies and communications.

Funding Source(s):**Attachment(s):**

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Requests & Communications

Title: Holly Springs Chamber of Commerce Update

Strategic Priority Area: Growth Management & Economic Vitality
Vibrant Community

Staff Resource: Irena Krstanovic, Director, Economic Development

Action(s):

Receive a report from the Holly Springs Chamber of Commerce

Explanation:

- The Holly Springs Chamber of Commerce is a business member affiliated organization dedicated to promoting and advocating business interest and business growth in Holly Springs.
- Executive Director, Tonya Palumbo, will share highlights of the Town and Chamber partnership including review of Governmental Support Program events and updates of enhancements to upcoming events.

Background:

- The last update from the Holly Springs Chamber of Commerce to the Town Council was on January 17, 2023.
- The Town is a Diamond Level member (\$10,000 annually) and the FY 24-25 adopted budget includes \$20,000 for Governmental Support Programs that are coordinated between Town staff and the Chamber to help advance Town interests and support business stability and growth.
- The contract between the Town and the Chamber obligates that the Chamber to provide two updates during the contract period in writing or in person to the Town Council at a public meeting to describe how the Grantee used the Grant Award, the membership of the organization, its strategic initiatives, events, or other activities during the term of the Grant Award. The grant award period is July 1, 2024 – June 30, 2025.
- A contract for the Town's FY 24-25 has been executed between the two parties.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: September 10, 2024 workshop meeting and September 17, 2024 Business meeting minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the September 10, 2024 workshop meeting and September 17, 2024 business meetings.

Explanation:

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

Background:

Funding Source(s):

N/A

Attachment(s):

1. 9.10.24 workshop minutes - DRAFT
2. 9.17.24 minutes amended - DRAFT



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, September 10, 2024 at the Law Enforcement Center and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Councilmembers were present in the room as the meeting opened.

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

Council Members Absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; John Schifano, Town Attorney; Mathew Mutter, IT; Jesse Dixon, IT; Corey Petersohn, Director, Budget and Strategic Planning; Tina Stroupe, Director, Finance; LeeAnn Plumer, Director, Parks and Recreation; Matt Beard, Parks and Recreation; Cassie Hack, Director, Communications and Marketing; Tamara Ward, Communications & Marketing; Irena Krstanovic, Director of Economic Development; Tyler Garner, Economic Development.

Mayor Mayefskie called the meeting to order.

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

2. Downtown Investment Grant Policy

Irena Krstanovic, Economic Development, reminded Council of the discussion at the retreat last winter and said this item was to receive Council feedback on an update to the Downtown Investment Grant Policy. She outlined the four strategic plan initiatives under Growth Management & Economic Vitality supported by this policy. She outlined the current policy and its application process, including who is eligible, the Town's investment, and minimum criteria. She said the current balance is \$110,694 with \$25,000 additional budgeted each year. She said there have been no applications since 2020 and the feedback staff received from potential applicants was that the policy is too complicated with not enough monetary support, no support for tenants, and no online application. She outlined the changing market conditions that affect small businesses. She listed the proposed enhancements to the policy, based on these conditions and stakeholder feedback.

Tyler Garner, Economic Development, said the goals of the policy are to target specific industries for downtown, create jobs, support private investment, and expand eligibility to downtown businesses. He said there were three basic parameters that needed to be met. One parameter is that the business must be located in the downtown plan area boundary, and showed how that related to the larger Downtown Village District and the Commercial Core "bowtie." He listed the targeted industries and said that "entrepreneurship" would help provide flexibility to support other small businesses. He listed the additional criteria and said that to be eligible an applicant must fulfill at least three of them.

Mr. Garner said the current policy only applies to new construction or the renovation of an existing building. Staff proposes extending this to tenants leasing within an existing building. The new amount calculation would include a smaller grant amount (\$15,000 maximum) towards

tenant upfit cost, development fees, and start-up costs. New construction/renovation projects could be eligible for up to \$100,000 of public infrastructure costs. Either is contingent on available budgeted funds.

Mayor Mayefskie asked about whether a landlord and a tenant could both get funds for the same building and Ms. Krstanovic told him it would be one or the other, but not both. Council member Deshazor asked incentivizing small business headquarters because they would close at 5 pm. Ms. Krstanovic said most of the buildings are two-story with offices on the second floor. Those employees support the businesses during the day, while others support them after hours. MPT Berry said we need more things to do downtown, not just eating, but activity or entertainment, gathering spaces. He asked for a way to capture that. Ms. Murphy said that adding it as a target industry would give it more emphasis. She explained that creating greenspace will grant that business an incentive.

Mr. Garner gave a high-level overview of the proposed approval process and asked if Council was comfortable with administrative approval for amounts lower than \$50,000, with awards over \$50,000 coming to Council for approval. He said they are attempting to make this more streamlined and efficient for businesses. Council discussed the makeup of the committee, the timeline on decisions and the benchmarks that must be met before funds are awarded.

Mr. Garner summarized the changes between the current and proposed policies and asked for feedback. There was discussion about the application and when it would be available.

Mr. Garner said next steps were to incorporate Council's feedback into the policy update and bring it to them for approval at the October 15th meeting. Eligible projects will be notified, and policy information will be updated, and an online application will be launched on the Economic Development website.

Council discussed making things easier for small businesses, budgetary requirements, targeted industries and simplifying the process. Mr. Harrington asked for feedback on bringing the changes back to Council before adoption. Consensus was to have a touchpoint at the October workshop.

3. Parks & Recreation Revenues/Fees/Cost Recovery/Fee-in-lieu Policies

LeeAnn Plumer, Parks and Recreation, said that this item was to provide information on the Parks and Recreation Fee and Cost recovery Policy and discuss the results of the Parkland Dedication / Fee-in-lieu Report. She outlined the purpose of the policy in establishing fees and charges and outlined the Town's fee philosophy. She said the policy passed in October of 2022 set target cost recovery rates for three tiers of offerings with Tier 1 having the most community benefit and the lowest cost recovery target, Tier 3 having the lowest community benefit, and highest individual benefit, with the highest cost recovery target. She explained how fees are set considering direct and indirect costs, market rates, and the cost recovery target. That, in order to meet Town priorities of accessibility, there are non-profit discounts on rentals and scholarships offered. All fees are reviewed annually as part of the budget process. Ms. Plummer gave some concrete examples of how our fees compared to those of our neighbors for key sports, field rentals, and summer camp fees. Council discussed the basis for the fees used in the example and how often fields are maintained.

Corey Petersohn, Administration, said that the Town participates in the UNC School of Government Benchmarking Project. Using that data, Holly Springs ranked above comparable municipalities in revenue generated and percent of cost recovery. He said that Holly Springs has more athletic participants per full time equivalent employee and higher community event participation per full time equivalent employee than other similarly sized municipalities. Mayor Mayefskie asked why it was measured per employee. Mr. Petersohn said it makes it easier to compare different sized municipalities.

Ms. Plumer asked Council if the current Fee Policy and philosophy still meet their expectations. Council discussed whether fees for summer camps and non-residents should be raised. They discussed sponsorships for teams and fields. They requested more information on an overall target number for the whole program and specifics on the top five programs.

Next, Ms. Plumer turned to the Parkland Dedication and Fee-in-Lieu Report from the Tischler Bise study. She outlined the goals of that study. John Schifano, Town Attorney, reminded Council of the sewer and water lawsuit, and how the Court said to do a study to set fees. That is what we are doing here with Parks and Recreation. He reminded the public of the requirements under N.C.G.S. 160D-804(d) regarding land dedication and fees-in-lieu for parks.

Matt Beard, Parks and Recreation, said the legal framework was that new development increases need, and if capacity is not increased the quality or availability will deteriorate. It must be based on growth-related facility costs. He outlined the differences between our current process and the recommended process after the study. He then gave an example using multiple housing types. He said the proposed method would be calculated on a per person basis, rather than per unit.

Mr. Beard said next steps include incorporating Council's feedback with other Unified Development Ordinances updates, which would go to the Planning Board, then a Public Hearing, before being decided on by Council. The Development Procedures Manual would also be updated.

Council discussed the differences between the current system and the consultant's recommendation. They discussed the land values used in computing the examples and how using the consultant's formula would provide a defense in case of a lawsuit, including using them as expert witnesses if it went to Court. Council asked if staff could run these numbers with recently approved developments for comparison. Mr. Beard said they could do that, but that Ragan would be an outlier due to its location and specifics of that project.

4. Updated Town Website Overview

Cassie Hack, Communications and Marketing, said this item was to give Council an update on the recent website refresh. She reminded Council of what the old home page looked like, and then showed the new one, which allows more flexibility in banner photograph, and allows eight (as opposed to six) navigation buttons across the top of the page. She explained that it was Council-centered, making it easy for residents to connect with what is going on. She showed how the news section allowed for more items to show at a time and the links to Town social media, videos, and calendar.

Ms. Hack said the website is the communication tool most-used by our residents, with more than 429,000 views on the homepage and more than 4 million views on pages throughout the site, and then gave examples of the most-viewed pages. She explained that with 62.5% of people viewing the website on their phones, staff has worked to update the mobile experienced to make it more user friendly.

Ms. Hack said that the US Department of Justice issued a ruling requiring government sites to meet a high level of accessibility and that the deadline for Holly Springs to meet this requirement is April 26, 2027. This will require significant work and staff time, although the extent of the task will not be clear until they are in the midst of it.

Council discussed the lack of federal funding to meet this mandate and possibilities for using AI on the website in the future.

Randy Harrington mentioned that Communications would share next week three awards they recently won.

5. Town Clerk and Town Attorney Quarterly Updates

a. Clerk

Linda McKinney, Town Clerk, said she wanted to review best practices in regard to Public Comment Periods and receive feedback from Council, and request feedback on the date and place for Council's 2025 retreat.

Ms. McKinney said that Council had asked her to update the language around public comments on the web page, and as she was doing that, she attended a conference where Public Comment Best Practices was a topic. She outlined seven best practices, and identified where, if at all, they were addressed in the Town's Public Comment policies. She said Council could consider updating these to be uniform and reflect actual practice. She said Holly Springs has more on our website about public comment than our neighbors, and that only one neighboring municipality allows signup by phone ahead of the meeting. She requested feedback on desired updates to the policy, and clarity on sign-up procedures.

Council decided to extend the public comment period to 30 minutes. If more than ten people sign up to speak they would be offered the choice of shortening their time to 2 minutes or selecting a spokesperson to speak on their behalf. They requested that sign-up for public comment be open between 3 – 5 pm on the day of a meeting as well as from one hour prior to the meeting. Council also asked for the instructions to the public to include that no speaker may yield their time to another, and stating that speakers must address the Council as a whole rather than addressing an individual.

Ms. McKinney said Council has a choice to make on retreat dates, as their preferred 2nd weekend of February includes Valentines Day this year. The date choices are Feb 4-6 or Feb 20-22. There are three locations that could accommodate us on either weekend. The Graylyn, where we went last year, the DoubleTree in New Bern, or the Rizzo Center in Chapel Hill. She asked for Council feedback on date and location.

Council chose to hold their retreat at the Rizzo on the weekend of February 6th – 8th.

Randy Harrinton, Town Manager, said we have discussed the bridge work that NCDOT will be doing over Little Branch Creek. He asked for guidance given the risks and the priorities of transportation, for the will of the Council to unallocate the money from the extra lanes on that bridge and make it available for a future decision. He would like feedback on this, and he sees three options. 1. Vote on it tonight; 2. Put it on Consent at the next meeting; 3. Put it on New Business at the next meeting if you want to showcase it. Council voted by show of hands to leave the \$2 million in the capital fund, but unallocated it for the bridge. The vote was unanimous.

b. Attorney

John Schifano, Town Attorney, said he would give his updates in closed session as they were litigation matters.

6. Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to confer with the Town Attorney and N.C.G.S. 143-318.11(a)(4) to discuss an economic incentive package.

Motion by: Forrest

Second by: Deshazor

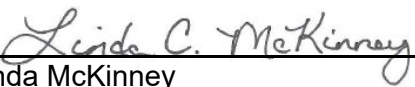
Vote: Unanimous

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

7. Adjournment:

Motion to adjourn was made by Council member Deshazor seconded by Council member Forrest and passed with a unanimous vote. The September 10, 2024 workshop meeting of the Holly Springs Town Council was adjourned at 9:05 pm.

Respectfully Submitted on Tuesday, October 15, 2024.



Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 17, 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 Sean Mayefskie, Mayor Pro Tem Dan Berry, Council members Timothy Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager*; Daniel Weeks, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Jeff Wilson, *Director, IT*; Kameron Womack, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Chris Hills, *Director, Development Services*; Chris Garcia, *Development Services*; Tina Stroupe, *Finance Director*; LeRoy Smith, *Fire Chief*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Tony Hageman of Hope Community Church.

4. Agenda Adjustment: The September 17, 2024, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Hewetson
Vote: Unanimous

RECOGNITIONS

5. Domestic Violence Awareness Month Proclamation

Mayor Mayefskie proclaimed October as Domestic Violence Awareness Month and presented the proclamation to Rhonda Raney, Executive Director of InterAct. Ms. Raney said a few words about their organization's work against domestic violence.

6. Community Planning Month Proclamation

Chris Hills, Director of Development Services, said that October is National Community Planning Month. He said this year's theme is "It Takes a Planner" and he elucidated some of the things that planners do to make communities better. He introduced members of the Planning Board, Board of Adjustment, and staff. Mayor Mayefskie proclaimed October as Community Planning Month in Holly Springs.

7. Cybersecurity Month Proclamation

Mayor Mayefskie proclaimed October as Cybersecurity Month in Holly Springs. He presented the proclamation to Jeff Wilson, IT Director, and said a few words about the assistance our IT team gave Apex during their recent crisis and cybersecurity best practices. He said there were informational flyers the public could pick up outside the Chamber.

8. Community Satisfaction Award from ETC Institute

Cassie Hack, Director of Communications and Marketing, said that ETC, the company that the Town uses for the Community Satisfaction Survey, has once again awarded the Leading the Way award to Holly Springs for ranking within the top ten percent of all local governments in the United States regarding satisfaction with overall quality of services, customer service, and value for local taxes and fees. She said that there were areas where Holly Springs exceeded the national average by more than 20% in 34 categories, including quality of customer service, as a place to live, effectiveness of town communication with the public, and overall effectiveness of police.

9. National Communications Awards

Cassie Hack, Director of Communications and Marketing, said that at the recent 2024 City and County Communicators Conference, the town won three Savvy Awards. There were over 1,100 entries in 38 categories submitted by municipalities across the nation. Only 94 first place prizes were awarded. Holly Springs won first place for the Parks Bond Educational Video, first place for the Holly Springs 311 campaign, and second place for the Keeping it Green in Holly Springs campaign.

REQUESTS AND COMMUNICATIONS

10. Wake County 2024 Library Bond Referendum

Matt Roylance, Community Services Deputy Director of Wake County said he was here to talk about the 2024 Library Bond which will be on the November ballot. He introduced Tammy Baggett, Wake County Library Director. She spoke about her experience and her excitement to be in Wake County. Mr. Roylance introduced Katrina Vernon, Assistant Library Director.

Mr. Roylance said the ballot asks voters to decide on a \$142 million bond for new libraries, and renovations and expansions of existing libraries. He said the last time Wake County held a bond referendum was in 2007, and it passed with over 70% voter approval. He outlined the potential projects if the bond passes.

Ms. Vernon said that if voters approve the bond, the estimated tax liability increase would be \$2.50 per \$100,000 value. She said that the Holly Springs Community Library has upcoming renovations that are outside of the bond schedule. She outlined what these renovations could include.

Council member Drees asked if Wake County has long term plans for growth for the Holly Springs library branch. Mr. Roylance said the usage of the Holly Springs library is high, but the site creates some complexities. He praised the cooperation with Parks & Recreation in the building and said they would like to think creatively in the future to see how they could address that. He said, in terms of timing, it is not included as part of this bond so it would be further out.

11. Yard Waste – Upcoming Leaf Season

Freddie Rodriguez, Public Works, said this item was to provide an update on the fee-free fall yard waste sweep and upcoming seasonal leaf and yard waste collection schedule. He said the fee-free yard waste sweep will be the week of October 14 – 18. Residents can place acceptable waste at the curb for free collection that week on the curb on the Sunday prior. Acceptable waste includes grass, limbs, branches, leaves, and shrubs. Crews will collect by zone, starting on Monday, October 14th.

Mr. Rodriguez said that seasonal leaf collection starts October 28th and residents will receive monthly leaf collection, by zone, as they have since 2022. However, residents now have the additional options of the convenience center and the yard waste cart bi-weekly collection. He showed the zones and gave the weeks during which each zone would receive service, and explained that the zones were sized according to the number of mature trees (and thus leaves) in the included neighborhoods. He said they have been working with Communications and Marketing to get the word out about yard waste collection via social media, mailings, in-person events and newsletters.

Mr. Rodriguez outlined the benefits of the yard waste collection program overall, with carts on a bi-weekly schedule, leaf collection by zones, the fee-free sweep at the beginning of the season, and the yard waste convenience center open seven days a week. He said that the convenience center has now been open for a year and has collected 200 tons of waste – the equivalent of 57 elephants, or 98 cars.

Council member Forrest said one of the selling points for the yard waste program was the reliability of vehicles. He asked what the reliability numbers are and what the savings on maintenance costs are. Mr. Rodriguez said they would get those figures to Council, but anecdotally he knows it is substantial.

CONSENT AGENDA

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

12. Minutes – Council approved the minutes of the August 20, 2024 and September 3, 2024 Business meetings.

13. Bass Lake Spillway Design Contract Amendment – Council approved a change order to the Bass Lake Design Contract for \$24,330.00.

14. Town Council Meeting Calendar – Council amended their 2024 meeting calendar to add a joint meeting with the Planning Board on October 29, 2024 at 7:00 pm.

15. Sunset Lake Road Widening – NCDOT Sidewalk Maintenance Municipal Agreement – Council approved NCDOT Municipal Agreement for Sunset Lake Road Sidewalk construction (Lockley Road to Holly Springs Road.)

NEW BUSINESS

16. Locally Administered Projects Program (LAPP) Application

Chris Garcia, Development Services, said this item was to provide Council an update on the FY26 Locally Administered Projects Program (LAPP) submittal process and recommended projects for this application cycle. He said that LAPP projects are for funding priority projects, major collector road, medium to large scale, shovel-ready projects. It is not for local roads, small scale projects, “what if” projects or brand-new projects. He said that the majority of LAPP projects have been roadway, with bike and pedestrian projects taking a bit more than a quarter of the funding, with transit a distant third out of the yearly \$25 million allocated.

Mr. Garcia outlined the past successes that Holly Springs has had over the last five years, with four roadway and three pedestrian projects receiving funds totally about \$11 million. He explained how the scoring worked, and that design project score lower than shovel-ready construction projects. He said municipalities are also limited in the number they can apply for if successful projects are still ongoing. To improve our chances of receiving funding in the future, he said we should complete our current projects, identify project funding in the CIP, and invest in design and right-of-way acquisition for priority projects. He said that if Holly Springs Road West had been ready for construction it would have scored as the second highest project in 2023.

Mr. Garcia explained the project selection approach most likely to result in funding would include projects that are in the Comprehensive Transportation Plan, identified in the Strategic Plan and funded through the CIP, meet the LAPP Scoring criteria, and are construction ready.

Mr. Garcia said staff has identified two projects for this year’s application. The first, and staff’s recommendation, is Holly Spring Road West, design. The estimated investment is \$3 million, with a 20% local match and 80% federal match. Council has identified this as a priority corridor. The current volume is over capacity and the project will increase capacity to acceptable levels through at least 2050. The second option is the Cass Holt Rd. Improvements, which is also a design project.

The estimated investment is \$1.5 million, with the same 20/80 match. The current volume is over roadway capacity and the project will increase capacity to acceptable levels through at least 2050, and will be a proactive safety measure for the new park and Holly Springs High School.

Mr. Garcia outlined how these two projects meet the LAPP criteria, with Holly Springs Road West having a slight advantage as it has been identified as a Council priority. He said that if Council agrees this is the best option, the next steps are to apply in October. CAMPO will release the funding decision in February of 2025.

Council member Deshazor asked if Cass Holt should be looked at more because of all the development going on in that area, and because LAPP projects take more time. He said we could afford to take more time on Cass Holt. MPT Berry said we hear a lot from residents about getting construction done before development, particularly since it is our development. We know there are pedestrian safety projects there. He asked why it was \$1.5 million for design since it is less than a mile. He also said he doesn't think that either would get picked, but he still wants to apply. Council member Hewetson said Holly Springs Rd. West is top of her priority list. Not doing the West section would defeat the purpose of widening the rest of it. But she asked, since we didn't win because it was design last time, what makes this year different. Mr. Garcia said they aren't likely to score very high up, but we never know what others are applying for in any given year and we might get funding because the others are submitting design projects. Council member Forrest said we have some developers coming in to the Cass Holt area that might pay for the road improvements there. With that said, his priority is Holly Springs Rd. West. He said we need to finish the thoroughfare from 540 to 55. We have a better chance of the development community finishing Cass Holt Road. Council member Drees said she agrees that Holly Springs West is near-term on the CTP and Cass Holt is mid-term. The Parks Bond also includes some safety items for pedestrians near Eagles Landing, so she prefers Holly Springs-West

Action: Motion to authorize staff to proceed with LAPP application for Holly Springs Road West – Design.

Motion by: Forrest

Second by: Hewetson

Vote: unanimous

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

The following public comments were received in writing: Comments from Barbara Brandt and Chris Fillio in favor of the town signing the Wake County Nondiscrimination Ordinance.

The following public comments were received in person:

Kristen Valus said she was a clinical psychologist and a member of Holly Springs Pride. They had a Pride event on Sept 7th with 150 attendees and 50 local businesses participating. They raised over \$2500 for the LGBT center in Raleigh and many pounds of food for the Food Cupboard. She presented a collage to Council that was focused on mental health for the community. She asked Council to reconsider passing the Nondiscrimination Ordinance and use their roles as elected officials to hold businesses accountable to the same standard that they meet as elected officials. She said the reason she is given that we don't need the NDO is because we are already accepting. In this case, passing the NDO would have no negative effect. And if it's not true, passing the NDO would protect all of our residents from discrimination. It has been successful for two years in other locations.

OTHER BUSINESS

Council member Drees requested a cybersecurity update. Mr. Harrington said that there is a closed session provision to discuss security and Council consensus was to have that closed session.

Council member Drees asked if there was interest in connecting with Wake County regarding future investment in the Holly Springs Library. Mr. Harrington said that one possibility was to add that to the legislative action agenda, or it could be topic at the annual retreat. Council member Drees asked if there was interest in getting data from Wake County on the NDO cases and resolutions. John Schifano said he would ask them for data.

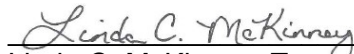
MANAGER'S REPORT

Randy Harrington, Town Manager, said he got confirmation today that the Water Partnership Groundbreaking will be Tues. Oct. 29th at 10 am. More information will be coming. That evening is the joint Planning Board meeting so it's a busy day. Canine Con is this Sat. from 8 am to noon at Sugg Park. There will be onsite grooming, pet vaccines, and pet and human snacks. Town Information Day at the Farmers Market is Sept. 28th, and we hope some of you can come out for that day. Finally, this weekend he is going to Pittsburg for the ICMA conference. Assistant Manager Daniel Weeks is also going, and Assistant Manager Scott Chase will be in town.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 8:16 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, October 15, 2024.



Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Monthly Budget Amendments

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

Receive the Town Manager approved budget amendment(s):

- Amendment 1 - Human Resources Budget Amendment

Approve the following budget amendments and adopt the associated project ordinances:

- Amendment 2 - Replacement Vehicles
- Amendment 3 - Pump Station Repairs

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 provides a copy of these approved amendments:
 - **Amendment 1 - Human Resources Budget Amendment** - this amendment transfers \$50,000 appropriated for Human Resources related operations from a non-departmental central services account to the Human Resources Department Budget. This transfer was to cover additional costs relating to the implementation of NEOGOV, the Town's new human resources management system. This will enable the Town to begin transitioning additional capabilities in the NEOGOV system away from legacy IT systems due to be replaced/sunset.
- Town Council Approval is required for any amendments that increase the total appropriation or the transfer of funds greater than \$50,000 between departments:
 - **Amendment 2 - Replacement Vehicles** - this amendment corrects a prior appropriation for two vehicles to the correct fund / department for the department intended to *receive* the vehicles. These replacements were included in the budget and were associated to the fund /department of original purchase. Reorganization of departments and functions over the past five years has resulted in some vehicles now being utilized in a department different than the original purchaser.
 - This amendment does not change the total number of replacement vehicles or the total overall operating budget.
 - One vehicle replacement is now funded using Stormwater funds as the vehicle is utilized by Stormwater personnel

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- **Amendment 3 - Pump Station Repairs** - this amendment covers emergency repairs at the Sunset Ridge Pump Station as a result of a pump failure (of a redundant pump) and additional repairs identified during investigation of the pump failure. The repairs are estimated to take three weeks and will require a bypass rental (for backup redundancy) and 24/7 monitoring until complete. Total cost is estimated at \$261,000 which includes a 10% contingency.
 - This amendment utilizes funds that would have otherwise been transferred to the utility capital reserves. An emergency repair of this size would typically require the use of reserve funds.

Background:

- All Amendments maintain a balanced budget

Funding Source(s):

- Operating Funds - General Fund / Utility Fund / Stormwater Fund

Attachment(s):

1. Amendment 1 - Human Resources
2. Amendment 2 - Replacement Vehicles
3. Amendment 3 - Pump Station Repairs

Town of Holly Springs FY2024-25 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, 2025.

Department: Human Resources

Date: 9/5/2024

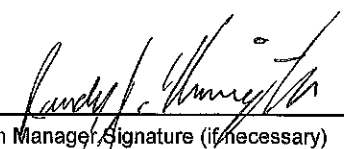
Reason for Budget Amendment:

Shifting funds reserved in the non-departmental central services accounts over to Human Resources for management of wellness programs / contract services. The funds will now be managed by the Human Resources Department.

Expense			
Account #	Account Description	Increase	Decrease
10-410-82.03	General Fund - Central Services - Misc. (HR Services)		\$ 50,000
10-412-12-12.05	General Fund - Human Resources - Contract Services	\$ 50,000	
Total Expense:		\$ 50,000	\$ 50,000

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

Department Head Signature (or electronic submission)



Town Manager Signature (if necessary)

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

Town of Holly Springs FY2024-25 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, 2025.

Department:

Date:

Reason for Budget Amendment:

Adjusting the operating budget for the replacement of vehicles within the Town's Fleet to correctly match the receiving departments to the appropriate vehicles. This does not change the total number of vehicles or the total operating budget of the Town.

Expense			
Account #	Account Description	Increase	Decrease
30-450-005-90.02	Utility Fund - U&I - Business Asset - Capital Vehicle		\$ 60,000
31-450-065-90.02	Stormwater Fund - U&I - SW Envir. - Capital Vehicle	\$ 60,000	
10-422-22-90.02	General Fund - Public works - Capital Vehicle		\$ 70,000
30-450-050-90.02	Utility Fund - Collections - Capital Vehicle	\$ 70,000	
Total Expense:		\$ 130,000	\$ 130,000

Revenue			
Account #	Account Description	Increase	Decrease
30-355.05	Utility Fund - Installment Financing		\$ 60,000
31-360.08	Stormwater Fund - Approp from SW Fund Balance	\$ 60,000	
10-355.05	General Fund - Installment Financing		\$ 70,000
30-355.05	Utility Fund - Installment Financing	\$ 70,000	
Total Revenue:		\$ 130,000	\$ 130,000

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 FY2024-25 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, 2025.

Department: Utilities and Infrastructure **Date:** 10/15/2024

Reason for Budget Amendment:

Quoted repair costs for emergency repair of Sunset Ridge Pump Station. Estimated repair time is anticipated 3 weeks which will require 24-hour staffing until complete. This amendment includes 10% contingency in the event of unforeseen expenses.

Expense			
Account #	Account Description	Increase	Decrease
30-450-055-41.01	Utility Fund - U&I - Pump Stations Repairs	\$ 261,000	
30-95.71	Utility Fund - Transfer to Reserves		\$ 261,000
Total Expense:		\$ 261,000	\$ 261,000

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

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Voluntary Rescinding LAPP funds for Avent Ferry Road Pedestrian Improvement

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Chris Garcia, Development Services

Action(s):

- Approve letter to Capital Area Metropolitan Planning Organization (CAMPO) returning Locally Administered Projects Program (LAPP) funds for the Avent Ferry Road Pedestrian Improvement project.

Explanation:

- The Avent Ferry Pedestrian Improvement project is part of the original transportation bond project to realign Avent Ferry Road with Pine Street and Stinson Avenue.
- The Locally Administered Projects Program (LAPP) grant awarded \$1 million for sidewalk & pedestrian upgrades only as part of a full realignment project.
- Due to construction cost escalation following COVID supply chain disruptions and significant construction cost inflation, Town Council reevaluated various transportation project funding and approved reducing the scope of Avent Ferry Rd. Realignment project to be a pedestrian-only focused project along Avent Ferry Rd.
- At the March 12, 2024 workshop meeting, Town Council reviewed funding options for a sidewalk and pedestrian upgrade project along Avent Ferry Road that would connect UNC Rex Hospital to downtown.
- Utilizing LAPP funding for the pedestrian improvements was explored. However, use of LAPP funds would result in a 12-24 month project delivery extension and likely double the overall project cost. Staff recommended funding the project with existing Town funds dedicated to the pedestrian project and utilizing in-house design to further improve cost savings. To date, the project is at 30% design.
- Town Council directed staff to move forward with the sidewalk and pedestrian upgrade project without the previously granted LAPP grant in order to expedite project delivery and reduce overall project cost.
- Since the acceptance of LAPP funding was formally adopted by Town Council, this action will permit Development Services to formally return the LAPP funds.

Background:

- Capital Area Metropolitan Planning Organization (CAMPO) is the regional transportation planning body for the Raleigh urbanized area.
- The Locally Administered Projects Program (LAPP) is a grant program through CAMPO that uses federal funding directly attributed to the region to support locally administered

Town Council Business Meeting
October 15, 2024

transportation projects.

- LAPP projects are required to adhere to federal regulations, timelines, and review periods.

Funding Source(s):

N/A

Attachment(s):

1. Avent Ferry Rd LAPP Funding Return Letter



October 15, 2024

Chris Lukasina, Executive Director
The Capital Area Metropolitan Planning Organization
1 Fenton Main Street, Suite 201
Cary, NC 27511

RE: Avent Ferry Road Sidewalk Connections Project EB-6049

Dear Mr. Lukasina:

The Town of Holly Springs would like to return funding provided from the FFY21 LAPP cycle for the Avent Ferry Road Sidewalk Connections project EB-6049. The Holly Springs Town Council has determined that it would prefer to conduct the project with Town funding. As we progressed in our design work, we realized that the investment is more convenient and flexible without LAPP funding (most LAPP steps are skipped if developed in-house).

The Town appreciates the opportunity to receive federal funding for much needed and highly anticipated transportation projects and looks forward to bringing other projects forward to compete for LAPP funding in future cycles.

All the best,

Christopher Garcia, Transportation Planner
Town of Holly Springs Development Services
(919) 567-4724 | christopher.garcia@hollyspringsnc.gov



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Axon Taser Purchase Contract for Police Department

Strategic Priority Area: Community Safety

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve Axon Taser sole source purchasing contract for a total of \$447,025 over 5 years.

Explanation:

- The proposed contract with Axon Enterprises will provide for the purchase of the new Taser 10 models, which will replace the department's current Taser X2 units. The Taser 10 offers several key enhancements over the Taser X2, including increased range, improved accuracy, and a 10-cartridge capacity, allowing officers to deploy multiple cartridges without reloading. These upgrades provide greater flexibility and effectiveness in critical situations, reducing the risk of injury to both officers and the community.
- In addition to the physical devices, the contract includes a new, immersive virtual reality (VR) training component specifically designed for the Taser 10. This cutting-edge training platform provides officers with realistic, scenario-based exercises, enhancing their decision-making and de-escalation skills in a safe, controlled environment. The VR training simulates complex interactions, allowing officers to practice the use of Tasers in a variety of high-stress situations, thereby reinforcing best practices and reducing the likelihood of real-world incidents.
- Tasers are an important tool used by law enforcement to deescalate or subdue a potentially violent person through non-lethal force, and reduce risk of injury to the officer and the individual involved.
- Axon is on the State contract (i.e., a contract has been previously bid/negotiated by the State and is available for the Town to "piggy back" on the State's contract) for this type of product, and it is a sole-source contractor.
- Sole-source purchasing is utilized and available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration.

Background:

- The funding for this contract was previously approved by the Town Council in the Fiscal Year 2024-2025 budget ordinance to equip the Police Department with the latest technology that not only supports effective law enforcement, but also prioritizes ongoing training, officer development, adherence to high professional standards, support for officer safety, and provide a tool for deescalating serious public safety situations.

Funding Source(s):

Operating Budget - General Fund - Police Department

Attachment(s):

1. AXON PURCHASE CONTRACT TOWN COUNCIL EDITION
2. Axon Records Sole Source 2024
3. Axon Sole Source memo



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

This TASER Energy Weapon Agreement ("**Agreement**") applies to Agency's TASER 7 or TASER 10 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 or TASER 10 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term.** The start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 or TASER 10 term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 or TASER 10 ship dates, each shipment will have a sixty- (60-) month term, starting on the shipment of TASER 7 or TASER 10 as described above.
2. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
3. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
4. **Shipping.** Axon may make partial shipments and ship any hardware provided by Axon under this Agreement ("**Axon Devices**") from multiple locations, including Axon-manufactured Devices, which are a subset of Axon Devices. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
5. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
6. **Warranty.**
 - 6.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
 - 6.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 6.2.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
 - 6.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 6.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

6.4.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

6.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 6.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 6.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 6.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
7. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
8. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
9. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
10. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

11. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
12. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
13. **Termination.**
 - 13.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 13.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 13.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
14. **General.**
 - 14.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 14.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
 - 14.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 14.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
 - 14.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
 - 14.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
 - 14.7. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
 - 14.8. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
 - 14.9. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
 - 14.10. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: SEE ATTACHED SIGNATURE PAGE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 Date: _____

Town Contact/Contract Manager: _____ Date: _____

PURCHASE ORDER NO _____ (If Applicable)

Approved by Brettany DeVold _____ (initials) Date: _____

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

Tina Stroupe Director of Finance Date: _____

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager Date: _____

ATTEST:

By: _____
Linda C. McKinney, Town Clerk
Date: _____

(Town Seal)

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE TOWN TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE TOWN TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-585305-45468.851RM

Issued: 06/25/2024

Quote Expiration: 06/28/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 172686

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Holly Springs Police Dept. - NC 750 Holly Springs Rd Holly Springs, NC 27540-9032 USA	Holly Springs Police Dept. - NC PO Box 8 Holly Springs NC 27540-0008 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	David Bock Phone: (919) 552-7110 Email: david.bock@hollyspringsnc.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$447,025.00
ESTIMATED TOTAL W/ TAX	\$477,529.85

Discount Summary

Average Savings Per Year	\$26,823.12
TOTAL SAVINGS	\$134,115.60

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$89,405.00	\$6,101.01	\$95,506.01
Oct 2025	\$89,405.00	\$6,101.01	\$95,506.01
Oct 2026	\$89,405.00	\$6,101.01	\$95,506.01
Oct 2027	\$89,405.00	\$6,101.01	\$95,506.01
Oct 2028	\$89,405.00	\$6,100.81	\$95,505.81
Total	\$447,025.00	\$30,504.85	\$477,529.85

Quote Unbundled Price:	\$581,140.60
Quote List Price:	\$465,245.80
Quote Subtotal:	\$447,025.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	60	\$129.37	\$102.91	\$98.75	\$432,525.00	\$29,634.85	\$462,159.85
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$870.00	\$12,870.00
Total							\$447,025.00	\$30,504.85	\$477,529.85

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	73	2	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	73	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1460	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	440	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	73	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	73	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	13	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	220	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	590	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	220	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	580	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	04/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	04/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	04/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	04/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	220	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	590	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	220	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	580	1	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	73	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	73	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	73	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	73
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	3	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	73	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	73	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	13	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	750 Holly Springs Rd	Holly Springs	NC	27540-9032	USA
2	750 Holly Springs Rd	Holly Springs	NC	27540-9032	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,400.00	\$174.00	\$2,574.00
Year 1	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	\$86,505.00	\$5,927.01	\$92,432.01
Total				\$89,405.00	\$6,101.01	\$95,506.01

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,400.00	\$174.00	\$2,574.00
Year 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	\$86,505.00	\$5,927.01	\$92,432.01
Total				\$89,405.00	\$6,101.01	\$95,506.01

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,400.00	\$174.00	\$2,574.00
Year 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	\$86,505.00	\$5,927.01	\$92,432.01
Total				\$89,405.00	\$6,101.01	\$95,506.01

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,400.00	\$174.00	\$2,574.00
Year 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	\$86,505.00	\$5,927.01	\$92,432.01
Total				\$89,405.00	\$6,101.01	\$95,506.01

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,400.00	\$174.00	\$2,574.00
Year 5	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	73	\$86,505.00	\$5,926.81	\$92,431.81
Total				\$89,405.00	\$6,100.81	\$95,505.81

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

SEE ATTACHED SIGNATURE PAGE

Signature

Date Signed

6/25/2024





Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

TASER Energy Weapon Axon Evidence Terms of Use Appendix

1 Definitions.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 Subscription Term. The TASER 7 or TASER 10 Axon Evidence Subscription Term begins on the Start Date.

3 Access Rights. Upon Axon granting Agency a TASER 7 or TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 or TASER 10 CEW devices during the TASER 7 or TASER 10 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 or TASER 10 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 Privacy. Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. Axon will ensure all Agency Content stored in Axon Evidence remains within the country the Agency is located. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
- 10.1. The Termination provisions of the TASER 7 or TASER 10 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights, or malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. During these ninety (90) days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these ninety (90) days. Axon has no obligation to maintain or provide any Agency Content after these ninety (90) days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

- 1.1.2. Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

- 1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

1 Utilization of Services. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2 CEW Services Packages. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

3 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 VR Services Package. VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service



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training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

- 5 **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

- 6 **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

7 **Signal Sidearm Installation Service.**

7.1. **Purchases of 50 SSA units or more:** Axon will provide one day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

7.2. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

- 10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized



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list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12 **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start Date.
7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start Date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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3/1/2024

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more



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- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.



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Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database



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- management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities



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- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer



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- knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems



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Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file



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- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA



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- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023



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- MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
13. Axon Fleet Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
14. Axon Signal Unit Model: 70112
15. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
 - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
 - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206
16. Axon Signal Performance Power Magazine (SPPM) Model: 70116
17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for



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Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10

² Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.

16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.



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Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
President
Axon Enterprise, Inc.

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▲, ▲ AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, X2, X26P, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

SOLE-SOURCE EXCEPTION MEMORANDUM

*For exemption from the requirements of General Statute Chapter 143 Article 8 Public Contracts.
Applicable to the purchase of apparatus, supplies, materials, or equipment only.*

Chapter 143 Article 8 of the North Carolina General Statutes requires competitive bidding for informal and formal purchases.

Alternatively, G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met:

- (i) performance or price competition for a product are not available;
- (ii) a needed product is available from only one source of supply; or
- (iii) standardization or compatibility is the overriding consideration.

Use of the exception under G.S. 143-129(e)(6) requires Town Council approval of the sole-source purchase(s) prior to the award of the contract/purchase.

Justification to apply G.S. 143-129(e)(6) sole-source exception:

Vendor: Axon Enterprise Inc.

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Purchase: TASER 10 Energy Weapon

Axon Enterprise, Inc. is the only maker of this weapon, which is the industry standard for less lethal de-escalation of combative suspects.

Authorization to apply the G.S. 143-129(e)(6) sole-source exception for the above referenced purchase:

Agenda Item #: 12

Date Approved by Town Council: _____

Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Fujifilm Diosynth Biotechnologies Reclaimed Water Service Agreement Major User (MUA)

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Rachel Ingham, Utilities and Infrastructure

Action(s):

Approve the Reclaimed Water Service Agreement Major User (MUA) for Fujifilm Diosynth Biotechnologies.

Explanation:

- The Town of Holly Springs (Town) is authorized to generate, distribute, use, and manage a reclaimed water local program at the Utle Creek Water Reclamation Facility (UCWRF) under North Carolina Department of Environmental Quality (NC DEQ) Permit No. WQ0032289.
- The Town's Reclaimed Water Local Program allows Town staff to issue reclaimed permits for specific conjunctive utilization activities. "Conjunctive system" means a system where the reclaimed water option is not necessary to meet the wastewater disposal needs of the facility and where other wastewater utilization or disposal methods are available to the facility at all times.
- The Reclaimed Water Local Program can only permit activities limited to residential and non-residential irrigation sites less than five acres in size and is not authorized to permit other, larger conjunctive utilization systems at the staff level.
- Fujifilm Diosynth Biotechnologies intends to use reclaimed water to provide cooling for their HVAC cooling towers when internal site recovered water is not adequate. Potable water is also available if neither the reclaimed nor recovered systems can provide sufficient flow to the towers.
- In compliance with state and local regulations, Fujifilm Diosynth Biotechnologies has received authorization from NC DEQ to construct and operate a Reclaimed Water Distribution and Conjunctive Utilization System under a separate permit (No. WQ0044713).
- A provision of Fujifilms Diosynth Biotechnologies' permit (Item III. 5.) stipulates that the permittee shall only distribute and utilize reclaimed water generated by the UCWRF.
- The Agreement Major User (MUA) describes the intended use of the reclaimed water within the Fujifilm Diosynth Biotechnologies site and sets forth terms and conditions for reclaimed water use within the Town of Holly Springs.

Background:

- The Town has a reclaimed water distribution network that serves residential and non-residential customers generally west of Highway 55 and north of Holly Springs Old Apex

Road. Fujifilm Diosynth Biotechnologies' site is located within the Town's Reclaimed Service Area.

- Using reclaimed water is a sustainability best practice and reduces the UCWRF discharge into Utley Creek. Use of reclaimed water also reduces demands on the potable (drinking) water system and demonstrates the town's commitment to environmental stewardship.
- The use of reclaimed water aligns with Fujifilm Diosynth Biotechnologies' sustainability goals and the company's Sustainable Value Plan 2030.
- This is the first Reclaimed Water MUA with Fujifilm Diosynth Biotechnologies.
- This MUA will provide reclaimed water to the private reclaimed water system on the Fujifilm Diosynth Biotechnologies site.
- The Town will monitor usage at the public reclaimed water meter. Fujifilm Diosynth Biotechnologies will be responsible for the reclaimed system beyond the meter.

Funding Source(s):

N/A

Attachment(s):

1. draft - Reclaim MUA Fujifilm Diosynth Biotechnologies 10-02-24_TC Agenda



Reclaimed Water Service Agreement Major User

This Agreement is made and entered into by and between Town of Holly Springs, a political subdivision of the State of North Carolina (hereinafter referred to as the "TOWN") and Fujifilm Diosynth Biotechnologies Galaxy Campus a _____ corporation (corporation, individual, etc) (hereinafter referred to as the "CUSTOMER") for the purpose of supplying reclaimed water to the CUSTOMER's facilities at or near _____ (the "Site").

The Site is owned by Fujifilm Diosynth Biotechnologies U.S.A., Inc. (the "OWNER"), and if the OWNER is not the CUSTOMER, the OWNER hereby consents to this Agreement as indicated below.

The CUSTOMER hereby applied for reclaimed water service for the aforesaid facilities ("the Facilities") and agrees to abide by any and all written ordinances, policies, rule, guidelines, and directives issued by TOWN pertaining to the property use and distribution of reclaimed water.

The CUSTOMER warrants that the reclaimed water will be used for cooling towers and that the quantity requirement, based on an annual average daily usage, is 100,000 gallons. The CUSTOMER intends to use reclaimed water to satisfy this requirement.

The Service Agreement incorporates the following exhibits that are attached hereto and made a part hereof:

- Exhibit A - Service Connection Site Plan
Exhibit B - Special Conditions
Exhibit C - General Conditions
Exhibit D - Estimated Usage Graph for 1-year period
Exhibit E - Usage Graph for a typical Peak Day
Exhibit F - Copy of State Issued (non) conjunctive use Permit
Exhibit G - Reporting Form to Town of Holly Springs

The CUSTOMER agrees to pay all charges established by the Town Council from date of service. The CUSTOMER understands that the use of reclaimed water is strictly regulated and its proper application under this Service Agreement is subject to the specific uses and restrictions as stated in the current *Ordinances, Policies, rules, and guidelines*, incorporated herein by reference.

The CUSTOMER understands that failure to abide by the terms of this Service Agreement or the written ordinances, policies, rules, guidelines, and/or operation directives issued by the TOWN may result in the discontinuance of reclaimed water service or other appropriate enforcement action.

The OWNER (if not the CUSTOMER) warrants that it is the fee simple owner of the Site and agrees to be bound by this Agreement with respect to any Site improvement obligations, restrictions, or covenants contained herein., together with any notice requirements. Unless indicated otherwise by listing a separate owner, the CUSTOMER warrants that it is the fee simple owner of the Site and is not restricted from the making necessary changes to the Site that may be required under this Agreement.



(Signature of Authorized Representative of CUSTOMER)

11-DEC-2023

(Date)

JORDAN ULRICH - VICE PRESIDENT, PROJECT DELIVERY

(Printed Name and Title of Authorized Representative of CUSTOMER)

(Signature of Authorized Representative of OWNER if not CUSTOMER)

(Date)

(Printed Name and Title of Authorized Representative of OWNER if not CUSTOMER)

(Signature of Town Manager)

(Date approved by Town Council)

(Printed Name of Town Manager)

Approved As To Form:

(Signature of Town Attorney)

(Date)

(Printed Name of Town Attorney)

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

(Signature of Finance)

(Printed Name of Finance Director)

EXHIBIT A

SERVICE CONNECTION SITE PLAN

This site plan covers the operation of a 100,000 gallon per day (GPD) reclaimed water distribution and conjunctive utilization facility consisting of: 962 linear feet (LF) of 6-inch PVC reclaimed water distribution line; four cooling towers utilizing reclaimed water; and all associated piping, valves, controls, and appurtenances to serve the FUJIFILM Diosynth Biotechnologies – Galaxy Campus, with no discharge of wastes to surface waters, irrigation zones or reclaim water storage facilities. A map of the site with property boundaries, adjacent streets and reclaim water connection point can be found in appendix A. The reclaimed water from the Town of Holly Springs is fed directly to the cooling towers, separate from the site recovered water to the towers. When the site recovered water tank is empty or does not have adequate flow to provide the full cooling tower make-up, the reclaim water makes up the difference. Potable water is also available if neither system can provide sufficient flow to the towers.

There is a reduced pressure zone backflow preventor (RPZ) located in the meter vault on the property and inside the Central utilities building (CUB) to separate the private and public infrastructure and prevent high hazard conditions. In addition, we have added an RPZ on the non-potable water prior to connecting to the tower water make up line. This is in addition to the RPZ that separates city water from Galaxy Campus that is located near the meter and the redundant double check back flow preventor located at the city inlet to the CUB which separates potable from non-potable water. The RPZs will protect the city reclaim water as well as Galaxy Campus non-potable water from other systems on site. A piping and instrumental diagram showing the preventor can be found in appendix B along with a site diagram showing the RPZ located on in the meter vault.

EXHIBIT B

SPECIAL CONDITIONS

1. Notice:

All communications pertaining to this Service Agreement shall be through the parties listed below. All written communications required or authorized under this Service Agreement shall be by certified mail and addressed to the TOWN's Deputy Director of Water Resources or the CUSTOMER. Calls relating to operating emergencies shall be made directly between the CUSTOMER and the Deputy Director of Water Resources. Address and telephone number for this purpose are listed below and shall be updated within 7 days at anytime the information changes by the party whose contact information is changing.

CUSTOMER:

Primary Contact Name: Matt Guglielmetti
Address: 100 Biotechnology Ave. Holly Springs, NC 27540
Telephone: 919-805-8428 Fax: N / A
Phone: 919-805-8428 Email: Matt.Guglielmetti@fujifilm.com
24-hour emergency Phone Number: 919-805-8428

Back-up Contact Name: Kevin Riley
Address: 100 Biotechnology Ave. Holly Springs, NC 27540
Telephone: 984-327-6641 Fax: N / A
Phone: 984-327-6641 Email: kevin.riley@fujifilm.com
24-hour emergency Phone Number: 984-327-6641

OWNER (if different than CUSTOMER):

Primary Contact Name: N / A
Address: N / A
Telephone: N / A Fax: N / A
Phone: N / A Email: N / A
24-hour emergency Phone Number: N / A

Back-up Contact Name: _____ N/A
Address: _____ N/A
Telephone: _____ N/A Fax: _____ N/A
Phone: _____ N/A Email: _____ N/A
24-hour emergency Phone Number: _____ N/A

TOWN:

Rachel Ingham, PE Engineering Manager-Utilites
Town of Holly Springs Utilities & Infrastructure Department
PO Box 8, 128 S. Main St. Holly Springs, NC 27540
Phone: (919) 567-3985
Email: rachel.ingham@hollyspringsnc.gov

Such notice shall be deemed sufficient notice hereunder unless and until either party is notified by the other party in writing of a different representative or change of address. This agreement when properly executed, supersedes, and voids any existing agreement written or oral.

2. Reclaimed Water Supply and storage:

a. Reclaimed Water Requirement:

Annual Average Daily Flow: 100,000 GPD

Minimum Daily Flow: 0 GPD

Peak Daily Flow: 100,000 GPD

Peak Hourly Flow: 20,000 GPH

Permitted by State: 100,000 GPD

b. Reclaimed Water Use: (describe how reclaimed water is to be used)

two cooling towers; 962 linear feet (LF) of 6-inch PVC reclaimed water distribution line; and all associated piping, valves, controls, and appurtenances

c. For Golf Course or Other Irrigation Systems:

Total Irrigable Area: N/A acres

Tees and Greens: N/A acres

Area Suitable for Reclaimed Water: N/A acres

d. Onsite Storage Facilities

Storage Type: None

(Pond, atmospheric or pressurized storage tank, etc.)

Storage Size: N/A gallons

Days of Reclaimed Water Storage Available: N/A

Permitted Pond Levels: N/A

High Level Elevation: N/A feet

e. Auxiliary Augmentation Supply

Type: Potable water

Capacity: N/A

Applicable Permit Number: N/A

It is the intent of the TOWN to provide reclaimed water to the CUSTOMER up to the requested reclaimed water requirement for any given day; however, there may be times when reclaimed water may not be available or may be in limited supply.

When additional reclaimed water is available, the TOWN will make reasonable efforts to supply the reclaimed water requirement during dry weather or other high demand periods at the discretion of the Deputy Director of Water Resources.

It is the responsibility of the CUSTOMER to provide auxiliary backup water supply as deemed necessary by the CUSTOMER. The TOWN does not warrant that the quantity of reclaimed water being supplied is sufficient to meet all of the CUSTOMER's irrigation or other requirements.

3. Connection

The CUSTOMER shall make any necessary adjustments, at the CUSTOMER's expense, to the CUSTOMER's irrigation system, backflow device, distribution piping, storage pond, Telemetry Control System, and meter assembly to take the reclaimed water from the point of connection (POC) to the CUSTOMER's facility.

4. Emergency Potable Water Connection

In the event the service of Reclaimed Water is interrupted due to quality or operational problems for a period of time deemed significant by the TOWN, the TOWN will notify CUSTOMER's Representative and discuss possible alternatives upon approval from Executive Director of Utilities & Infrastructure or designated representative.

In the event potable water is to be provided through a connection on the CUSTOMER's site, the CUSTOMER shall provide the TOWN a minimum of 48 hours prior notification and received approval from the Executive Director of Utilities & Infrastructure. The 48-hour period may be waived at the discretion of the Executive Director of Utilities & Infrastructure or designated representative.

5. Conflicting Provisions

The terms and conditions contained in this Exhibit shall supersede and take precedence over any conflicting provisions contained elsewhere in this Service Agreement.

Page 9 - REDACTED

Page 10 - REDACTED

EXHIBIT C

GENERAL CONDITIONS

1. The Reclaimed Water Service Agreement shall be effective upon approval by the TOWN.
2. The TOWN shall deliver Reclaimed Water to the CUSTOMER at a Point of Connection (POC) described in Exhibit A and according to the Special Conditions described in Exhibit B.
3. The CUSTOMER agrees to pay all Reclaimed Water fees, rates, and charges as established in the Fee Schedule by the Town of Holly Springs Town Council and modified from time to time.

ON-SITE STORAGE FACILITY (if applicable)

4. The CUSTOMER shall be responsible for providing on-site storage to receive and store reclaimed water and is responsible for the construction, permitting, operation, and maintenance of the facility or facilities associated with this storage. The type and size of storage is defined in Exhibit B. The CUSTOMER shall be responsible for transferring Reclaimed Water delivered to the POC directly to the on-site storage facility and for all onsite distribution and application systems.
5. The CUSTOMER shall not expand, modify, or otherwise alter the operations of any on-site storage facility without the prior written approvals of the appropriate Town, State, and Federal agencies charged with regulating and/or controlling the use and disposal of Reclaimed Water.
6. The CUSTOMER shall monitor and document the frequency and duration of an on-site storage pond's intermittent discharge to the waters of the state, if the storage pond is permitted as part of a storm-water management system. The CUSTOMER shall maintain these records for three years or longer per Federal, State or Local permit requirements.

MONITORING AND CONTROL EQUIPMENT

7. The CUSTOMER shall purchase calibrated flow meter through the TOWN. The meter will be installed and dedicated to the TOWN. The purchased meter must have a totalizer and register capable of generating a 4-20 milliamp signal and meeting the quality and

performance standards set forth in the Engineering Design and Construction Standards. The meter shall be compatible with the TOWN's Telemetry Control System (hereinafter the "TCS") and shall be installed as part of a below-ground meter assembly. The meter shall be located either in the Town right-of-way, in an approved location readily accessible to Town personnel, or in an approved easement dedicated to the TOWN.

8. At the discretion of the Executive Director of Utilities & Infrastructure, the CUSTOMER may be required to purchase and install a combination shut-off, flow rate, control, and pressure - sustaining valve as part of the below-ground flow meter assembly. The valve shall be compatible with the TCS and capable of accepting a 4 - 20 milliamp feedback signal for automated control.
9. The CUSTOMER shall purchase, install, and own and maintain a water-level control device at the storage facility which is capable of communicating with the shut-off control valve at the meter location to avoid exceeding the established high-elevation level limit of the storage facility. The device shall be owned, operated, and maintained by the CUSTOMER.
10. The CUSTOMER shall install and maintain, in a manner approved by the appropriate regulatory agencies and compliance with Town requirements, a Backflow Prevention Device at every point where the CUSTOMER's potable water system is connected to Town of Holly Springs' potable water transmission mains and shall be subject to inspection by the TOWN.
11. The CUSTOMER's reclaimed water system shall be completely isolated and may not be linked by valve or direct connection to any other water source including the public water supply, groundwater wells(s) or lake withdrawal system. Any secondary water source shall be delivered by an approved air gap separation of not less than 6" or the diameter of the supply line, whichever is the larger distance.

OPERATION AND MAINTENANCE REQUIREMENTS FOR ON-SITE SYSTEM

12. The CUSTOMER shall be responsible at its expense for the installation, operation, maintenance, repair, modification, and replacement of the Reclaimed Water distribution system downstream from the POC as may be necessary, required, or desired by the CUSTOMER for the continued delivery of reclaimed water by the TOWN. The CUSTOMER shall be responsible for the preparation of permit applications, costs and fees associated with the installation, expansion and/or approved modification of said

Reclaimed Water distribution system. The CUSTOMER understands that the TOWN will assume no responsibility or liability for protecting, replacing, operating, or maintaining a pumping system or any distribution system connected thereto.

WATER QUALITY

13. The TOWN warrants that the Reclaimed Water delivered shall meet and/or exceed the minimum quality standards for Reclaimed Water use set forth under the rules and governing statutes of all State, Federal and local regulatory agencies having jurisdiction over wastewater collection and the treatment and distribution of Reclaimed Water. Upon request, the TOWN will provide the CUSTOMER with available information concerning the quality of the Reclaimed Water.
14. The TOWN will closely monitor the quality of Reclaimed Water being produced in compliance with provisions of the TOWN Reclaimed Water Provider Permit. In the event that the Reclaimed Water fails to meet minimum quality standards, the service will be suspended until reclaimed water standards have been restored.

WATER QUANTITY

15. The TOWN will make a reasonable effort to deliver, and the CUSTOMER will make a reasonable effort to accept reclaimed water as stated in Exhibit B, paragraph 2.
16. The TOWN will provide reclaimed water service on an “Interruptible Basis” meaning that reclaimed water will be provided when it is available; however, during dry weather or other high demand periods or operational problems, it may not be available, and service will be “interrupted”. When the TOWN’s commitment to its full-service customers has been met, and additional reclaimed water is available, the TOWN will make reasonable efforts to supply the stated quantity during dry weather or other high demand periods
17. If applicable, Reclaimed Water will be delivered to the Site during off-peak periods of low demand so as to not to reduce system pressure for “on-demand” customers. The Telemetry Control System (TCS) will automatically open the valve allowing flow to enter the CUSTOMER’s system when the pressures in the transmission system are above a preset level and shutting the valve when the pressure drops below the preset level. The storage facility level control will also signal the control valve to open or close depending upon the water level.

18. If the demand for Reclaimed Water should temporarily exceed the supply, the TOWN will consult with the CUSTOMER and other property CUSTOMERS who have entered into similar agreements with the TOWN to establish a mutually beneficial delivery schedule. The delivery schedule will be established such that, to the greatest extent possible, the CUSTOMER and other similarly situated property CUSTOMERS shall each receive an equitable portion of available Reclaimed Water. The TOWN reserves the right to define what is equitable and determine the delivery schedule based upon average rate of consumption, availability of Reclaimed Water, Facility operational considerations, and officially adopted Town Policy. The Executive Director for the Town of Holly Springs Utilities & Infrastructure Department will be responsible for making said determination.
19. The CUSTOMER agrees to utilize Reclaimed Water to the maximum extent practicable and shall reduce its dependence upon, and use of, other water sources to the extent that requested quantities of Reclaimed Water are made available to meet the CUSTOMER's needs. The TOWN agrees that the CUSTOMER shall not be obligated to utilize or be forced to accept Reclaimed Water in excess of that quantity which can be reasonably utilized under sound practices determined by the CUSTOMER. The TOWN further acknowledges portions of the Site are not suitable for Reclaimed Water due to Town, State and/or Federal Regulations as identified in Exhibit A.

SIGNAGE

20. The CUSTOMER shall take all reasonable precautions, including the use of signs and appropriate labels, to clearly identify the Reclaimed Water source and supply system. The TOWN will provide the CUSTOMER with design criteria, upon request, for appropriate labels and signage and guidelines for installation downstream of the POC.
21. The advisory signs shall include the following text in English and Spanish: "RECLAIMED WATER, DO NOT DRINK, AGUA RECUPERADA, NO BEBER" together with the equivalent standard international symbol. Advisory signs shall be posted adjacent to lakes or ponds used to store reclaimed water and at decorative water facilities that use reclaimed water. Advisory signs at storage ponds or decorative water features shall include the information mentioned above plus "DO NOT SWIM, NO NADAR," together with the equivalent international symbol. A notification method for golf courses, for example, would be to post advisory signs at the entrance to a golf course and at the first and tenth tees.

INSPECTIONS

22. The TOWN shall have the right to enter upon the CUSTOMER's property during normal business hours with notice to CUSTOMER to review and inspect the CUSTOMER's irrigation practices, system operations, metering and control devices, and other associated appurtenances. The TOWN will notify the CUSTOMER in writing, by telephone, or facsimile of any problems with the CUSTOMER's irrigation system and the CUSTOMER shall have thirty (30) days from this notification to correct the problem.

PERMITS

23. The TOWN will be the applicant for permitting all necessary Reclaimed Water construction of off-site systems and disposal permits or modifications thereof as required by the NCDEQ or other appropriate regulatory authority. The CUSTOMER shall be responsible for furnishing to the TOWN all necessary design data, engineering reports, hydro-geologic studies, and other pertinent documentation necessary to complete the application process.

NOTICE OF SERVICE INTERRUPTIONS

24. The TOWN agrees to notify the CUSTOMER in writing, by telephone, or email to the maximum extent possible, of impending interruptions in Reclaimed Water service due to scheduled maintenance, operational adjustments, or on-site construction. Short-term interruptions (less than 24 hours) or unanticipated service disruptions due to operational difficulties and/or failure to meet established water quality standards shall be exempt from the written notice requirement and shall be handled on a courtesy phone call basis by TOWN staff as circumstances permit. In any case, the TOWN will exercise its best reasonable efforts to notify the CUSTOMER should such disruptions occur.

TELEMETRY CONTROL SYSTEM (TCS) FAILURE

25. The TOWN will be responsible for monitoring via telemetry the reclaimed water meter located at the POC. However, if during the initial operational period the meter is not connected into the TCS or during subsequent events wherein the TCS is taken out of service for repairs or routine maintenance, the CUSTOMER agrees to assist the TOWN by reading the installed meter at least once daily and forwarding the information to the operator on duty at the operations center identified in the Special Conditions section of this Agreement.

VIOLATION OF THE AGREEMENT

26. The TOWN reserves the right to initiate regulatory enforcement, including, but not limited to, the suspension of Reclaimed Water delivery to the Site, if it determines that current usage and/or management practices employed by the CUSTOMER are in violation of the terms of this Agreement, Town ordinances, State rules or statutes, or any applicable federal regulation(s). The TOWN will immediately notify the CUSTOMER of such violation by a telephone or facsimile transmission to be followed within ten (10) days thereafter by a letter (sent via certified mail), which letter shall delineate the reason(s) for suspending delivery and the mitigating steps necessary to restore Reclaimed Water service. Notice of delivery suspension shall constitute notice of Agreement violation, initiating the one hundred eighty-day period referenced in Paragraph 26.
27. If either party shall violate any of the material terms, conditions, covenants, or duties imposed on it by this Agreement, which violation results in material damage to the other party, such violation shall entitle the other party to terminate this Agreement, provided the party desiring to terminate for such cause shall give the other party at least one hundred eighty (180) days of written notice, specifying the particulars wherein it is claimed there has been a violation; and if at the end of such time the party notified has removed the cause of complaint, or remedied the purported violation, then this Agreement shall remain in full force and effect. Otherwise, the termination of this Agreement shall be deemed complete.

TERMINATION OF AGREEMENT

28. If the CUSTOMER or the TOWN intends to withdraw from this agreement, the initiating party shall provide one hundred eighty (180) days written notice to the other party. In the event that the CUSTOMER provides less than one hundred eighty (180) days' notice, the TOWN reserves the right to charge the CUSTOMER any and all reclaimed water charges up to one hundred eighty (180) days from the written request. The fee shall be calculated using the rates established by the Town of Holly Springs Town Council at the time the notice is received, and the quantity of reclaimed water as stated on the signed Service Agreement.

TRANSFER OF AGREEMENT

29. The OWNER's or CUSTOMER's right to sell, transfer or encumber any land described in Exhibit A shall not be restricted by this Agreement, except that written notice of any proposed sale or transfer of described lands shall be provided to the TOWN at least thirty (30) days prior to any sale or transfer. The TOWN agrees to provide a written statement to the transferee acknowledging the good standing of this Agreement and the OWNER or CUSTOMER agrees to have the transferee execute a legally binding commitment to honor the terms and conditions contained herein, prior to the sale, transfer, or encumbrance of the land. Upon sale of the Site or a change in ownership of the CUSTOMER, this Agreement shall terminate and a new Agreement may be executed, at the discretion of the TOWN.
30. The TOWN shall have the right to transfer all or any part of the treatment, transmission, or distribution facilities and to assign all or any part of its rights and obligations under this Agreement to another entity, provided such entity shall accept and be exclusively responsible for all applicable terms and conditions of this Agreement. The TOWN shall determine if the other entity is financially responsible and technically qualified to operate the system prior to the time of transfer.

INDEMNITY FOR THIRD PARTY CLAIMS

31. The CUSTOMER and its assigns shall indemnify and hold harmless the TOWN and its agents and employees from and against all liabilities, claims, demands or actions at law and in equity including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone for the purpose of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property and which is caused in whole or in part by any negligent or intentional wrongful act or omission of the CUSTOMER, its agents or employees during performance under this Agreement. The CUSTOMER shall also indemnify and hold harmless the TOWN from and against all penalties, fines, court costs and attorneys' fees incurred as a result of violations of regulations enforced by the EPA and/or NCDEQ where said violations are attributable to the CUSTOMER's failure to manage, store or use Reclaimed Water in a manner consistent with this Agreement and the above referenced regulations.

EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

32. If for any reason during the term of this Agreement, a local, regional, state or federal governmental agency fails to issue necessary permits, grant necessary approvals, or requires any change in the operation of the treatment, transmission or distribution systems or the application or use of Reclaimed Water, then to the extent that such requirement shall affect the ability of any party to perform the remaining terms of this Agreement, the affected party shall be excused from the performance of the affected provisions thereof, and an amendment to this Agreement shall be negotiated by the parties hereto, if necessary, in conformance with such permits, approvals, or requirements. All parties, however, shall exert their best efforts to obtain the permits necessary to implement this Agreement as written.

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

33. The TOWN does not represent or warrant that the Reclaimed Water delivered shall increase the productivity of the application site or cause beneficial changes to the land, crops, or vegetation of any kind. The CUSTOMER shall have sole responsibility for securing independent advice and counsel on the use of Reclaimed Water.

DISCLAIMER OF THIRD-PARTY BENEFICIARIES

34. This Agreement is solely for the benefit of the TOWN and the CUSTOMER. No right or cause of action shall accrue hereon or by reason hereof, to or for the benefit of any other party who is not a formal party hereto.

SEVERABILITY

35. If any one or more of the provisions of this Agreement should be held contrary to law, or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties continue to be effective.

LAND USE APPROVALS

36. This Agreement shall not be construed as granting or assuring or indicating any future grant of any land use or zoning approvals, permits, variances, special exceptions, or rights with respect to the real property described in Exhibit A or any other property held by the CUSTOMER.

APPLICABLE LAW

37. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of North Carolina.

ENTIRETY OF AGREEMENT

38. This Service Agreement, including the Exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, or agreements, written or oral, pertaining to this subject matter.

EXHIBIT D

Estimated Usage Graph for 1-year period

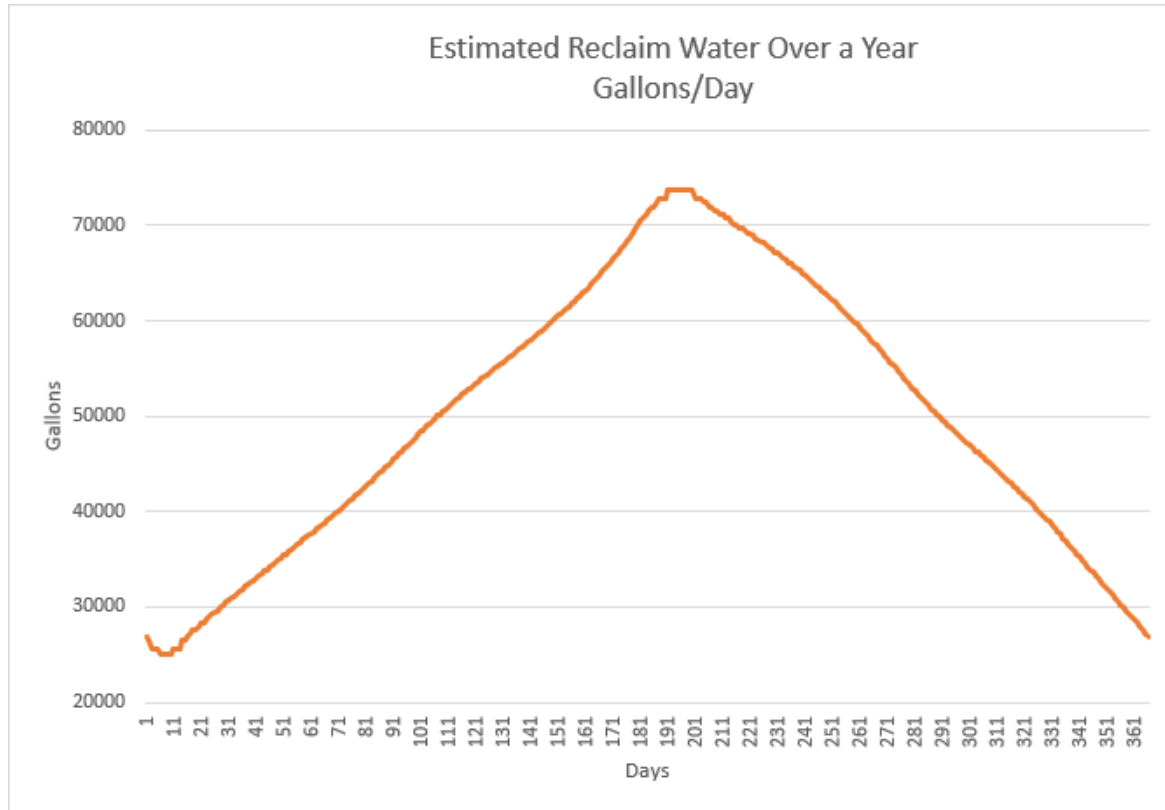


EXHIBIT E
Usage Graph for a typical Peak Day

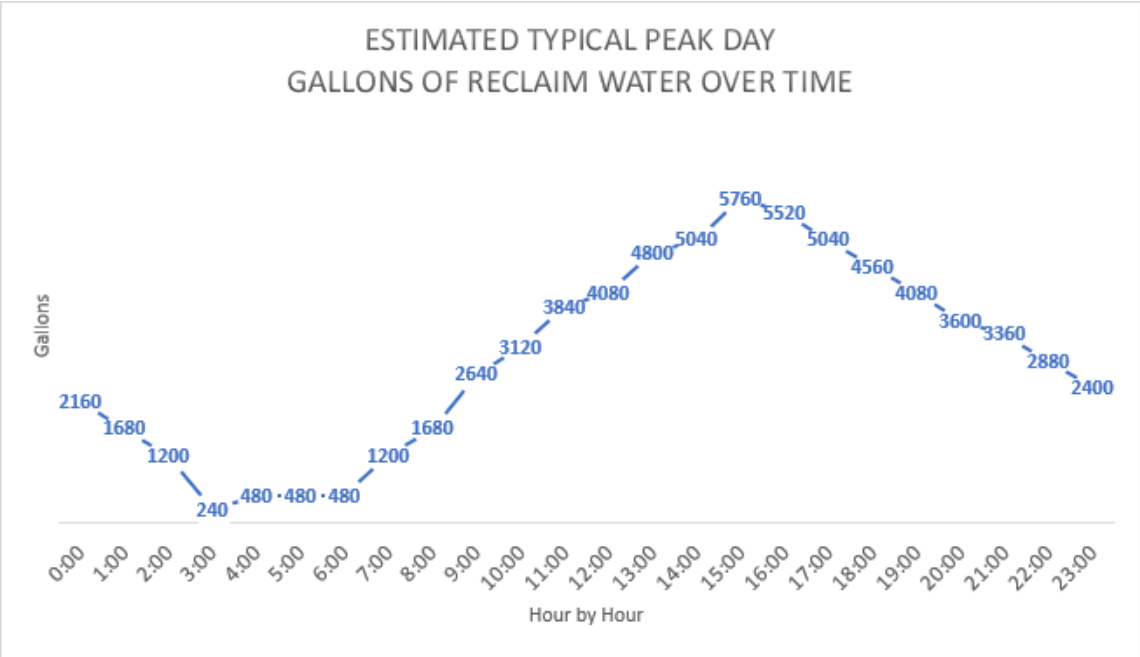


EXHIBIT F

Copy of State Issued (non) conjunctive use Permit

Provided as attachment

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



November 21, 2023

JORDAN P. ULRICH – VICE PRESIDENT OF PROJECT DELIVERY
FUJIFILM DIOSYNTH BIOTECHNOLOGIES NORTH CAROLINA, INC.
101 J MORRIS COMMONS LANE
MORRISVILLE, NORTH CAROLINA 27650

Subject: Permit No. WQ0044713
FUJIFILM Diosynth
Biotechnologies – Galaxy
Campus CUS
Reclaimed Water Distribution
and Conjunctive Utilization
System
Wake County

Dear Mr. Ulrich,

In response to your permit application request received on August 28, 2023, we are forwarding herewith Permit No. WQ0044713 dated November 21, 2023, to FUJIFILM Diosynth Biotechnologies North Carolina, Inc. for the construction and operation of the subject reclaimed water distribution and conjunctive utilization facilities.

This permit is effective from the date of issuance through May 31, 2030, and is subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than December 2, 2029.**

Please pay attention to the monitoring requirements listed in Attachments A and B. Failure to establish an adequate system for collecting and maintaining the required operational information may result in future non-compliance.

This permit can be contested as provided in [Chapter 150B of the North Carolina General Statutes](#) by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within 30 calendar days. Requirements for filing a Petition are set forth in [Chapter 150B of the North Carolina General Statutes](#) and [Title 26 of the North Carolina Administrative Code](#). Those interested in filing may access additional information regarding the requirements for filing a Petition and Petition forms at the OAH [website](#) or by calling the OAH Clerk's Office at (919) 431-3000. A party filing a Petition shall serve a copy of the Petition on the Department of Environmental Quality's Office of General Counsel at 1601 Mail Service Center, Raleigh, NC 27699-1601. If the party filing the Petition is not the Permittee, then the party shall also serve the Permittee pursuant to [G.S. 150B-23\(a\)](#).



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
919.707.9000

Included with this permit are Division-approved plans and specifications. If you need additional information concerning this permit, please contact Zachary Mega at (919) 707-3658 or zachary.mega@deq.nc.gov.

Sincerely,

DocuSigned by:

Nathaniel Thornburg

D1043082680C483...

Richard E. Rogers, Jr., Director
Division of Water Resources

cc: Wake County Health Department (Electronic Copy)
Raleigh Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Jamie E. Gollings, PE – Jacobs Engineering Group, Inc. (Electronic Copy)
Laserfiche File (Electronic Copy)
Digital Permit Archive (Electronic Copy)

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENTAL QUALITY
RALEIGH
RECLAIMED WATER DISTRIBUTION AND CONJUNCTIVE UTILIZATION SYSTEM
PERMIT

Pursuant to the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended,
and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

**FUJIFILM Diosynth Biotechnologies North Carolina,
Inc.**

Wake County

FOR THE

construction and operation of a 100,000 gallon per day (GPD) reclaimed water distribution and conjunctive utilization facility consisting of:

962 linear feet (LF) of 6-inch PVC reclaimed water distribution line; two cooling towers utilizing reclaimed water; and all associated piping, valves, controls, and appurtenances

to serve the FUJIFILM Diosynth Biotechnologies – Galaxy Campus CUS, with no discharge of wastes to surface waters, pursuant to the application received on August 28, 2023, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit is effective from the date of issuance through May 31, 2030, and is subject to the following conditions and limitations:

I. SCHEDULES

1. Upon completion of construction and prior to operation of this permitted facility, the Permittee shall submit an engineering certification from a North Carolina licensed Professional Engineer certifying that the permitted facility has been constructed pursuant to [G.S. 143-215.1](#), [Administrative Code Title 15A Subchapter 02U](#), this permit, and the Division-approved plans and specifications. For phased and partially certified facilities, the Permittee shall retain the responsibility to track further construction approved under this permit and shall provide a final engineering certification upon project completion. The Permittee shall submit the Engineering Certification via the Non-Discharge [online portal](#). [[15A NCAC 02T .0116\(a\)](#), [02U .0116](#)]
2. The Permittee shall notify the Raleigh Regional Office, telephone number (919) 791-4200, at least two business days in advance of the initial operation of the constructed facilities so that the Division can conduct a startup inspection. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]

3. Prior to the operation of the reclaimed water conjunctive utilization system, the Permittee shall submit a final Operation and Maintenance Plan. The Permittee shall submit the final Operation and Maintenance Plan via the Non-Discharge [online portal](#). [[15A NCAC 02T .0108\(b\)\(1\)\(B\)](#), [02U .0108, 02U .0801\(a\)](#)]
4. If the permitted facilities change ownership or the Permittee changes its name, the Permittee shall submit a permit modification request on Division-approved forms within 90 days of the change of ownership. The Permittee shall comply with all terms and conditions of this permit until the Division transfers the permit to the successor-owner. [[G.S. 143-215.1\(d3\)](#)]
5. The Permittee shall request renewal of this permit on Division-approved forms no later than December 2, 2029. [[15A NCAC 02T .0105\(b\)](#), [02T .0109](#), [02U .0105](#), [02U .0109](#)]
6. The Permittee shall schedule the construction of the reclaimed water distribution facilities so that it does not interrupt service of existing reclaimed water distribution lines. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]

II. PERFORMANCE STANDARDS

1. The Permittee shall operate and maintain the subject reclaimed water distribution and conjunctive utilization facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities do not perform as designed, including the creation of nuisance conditions due to improper operation and maintenance, the Permittee shall take immediate corrective actions, including Division-required actions, such as the construction of additional or replacement reclaimed water distribution and conjunctive utilization facilities, or cessation of reclaimed water distribution and conjunctive utilization. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]
2. This permit shall not relieve the Permittee of its responsibility for contravention of groundwater or surface water standards resulting from the operation of this facility. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]
3. The Permittee shall only utilize generated reclaimed water at the sites and for the activities specified in Attachment B. [[15A NCAC 02U .0401\(g\)](#)]
4. The conjunctive utilization of generated reclaimed water does not negate, preclude, or invalidate Permit No. WQ0032289. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]
5. The Permittee shall tag or label all reclaimed water valves, storage facilities, and outlets to warn the public or employees that the reclaimed water is not for drinking. [[15A NCAC 02U .0403\(b\)](#)]

6. The Permittee shall color-code, tape, or otherwise mark all reclaimed water piping, valves, outlets, and other appurtenances to identify the source of the water as reclaimed water as follows:
 - a. All reclaimed water piping and appurtenances shall be either colored purple (Pantone 522 or equivalent) and embossed or integrally stamped or marked "CAUTION: RECLAIMED WATER - DO NOT DRINK" or installed with a purple (Pantone 522 or equivalent) identification tape or polyethylene vinyl wrap. The warning shall be on opposite sides of the pipe and repeated every three feet or less.
 - b. Identification tape shall be at least three inches wide and have white or black lettering on a purple (Pantone 522 or equivalent) field stating "CAUTION: RECLAIMED WATER - DO NOT DRINK." The Permittee shall install identification tape on top of reclaimed water pipelines fastened at least every 10 feet to each pipe length and run continuously the entire length of the pipe.
 - c. The Permittee shall tape or otherwise identify existing underground distribution systems retrofitted for conveying reclaimed water as described in Paragraphs a. and b. above. The Permittee shall perform this identification within 10 feet of any potable water supply line or sanitary sewer line crossing a reclaimed water line. The Permittee does not need to perform this identification for the entire length of the distribution system.

[\[15A NCAC 02U .0403\(c\)\]](#)

7. The Permittee shall secure all reclaimed water valves and outlets such that only Permittee-authorized personnel can operate them. [\[15A NCAC 02U .0403\(d\)\]](#)
8. The Permittee shall place hose bibs in locked, below-grade vaults and label them non-potable. The Permittee may place hose bibs above ground and label them non-potable if the hose bibs require a tool to operate. [\[15A NCAC 02U .0403\(e\)\]](#)
9. There shall be no direct cross-connections between the reclaimed water and potable water systems unless such connection is Department-approved pursuant to [15A NCAC 18C .0406](#). [\[15A NCAC 02U .0403\(f\)\]](#)
10. Reclaimed water distribution lines shall be at least five feet horizontally from and 18 inches below any water line if practicable. If these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards pursuant to [15A NCAC 18C](#). [\[15A NCAC 02U .0403\(g\), 02U .0403\(h\)\]](#)
11. Reclaimed water distribution lines shall not be less than 50 feet from a well unless the piping and integrity testing procedures meet water main standards pursuant to [15A NCAC 18C](#), but in no case shall they be less than 25 feet from a private well. [\[15A NCAC 02U .0403\(g\), 02U .0403\(i\)\]](#)
12. Reclaimed water distribution lines shall meet the separation distances to sewer lines pursuant to [15A NCAC 02T .0305](#). [\[15A NCAC 02U .0403\(g\), 02U .0403\(j\)\]](#)

III. OPERATION AND MAINTENANCE

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [[15A NCAC 02U .0101](#)]
2. The Permittee shall operate these reclaimed water distribution facilities contingent upon the construction and operation of permitted reclaimed water distribution lines immediately upstream and downstream. Specifications for future upstream and downstream reclaimed water distribution lines shall include quality assurance testing procedures that the Permittee shall adhere to prior to the operation of these reclaimed water distribution facilities. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]
3. The Permittee shall maintain an Operation and Maintenance Plan, which shall include:
 - a. A description of the operation of the system in sufficient detail to show what operations are necessary for the system to function and who shall conduct the operations.
 - b. A description of the anticipated maintenance of the system.
 - c. Provisions for safety measures, including restriction of access to the site and equipment.
 - d. Spill control provisions that include response to upsets and bypasses, including control, containment, and remediation; and contact information for personnel, emergency responders, and regulatory agencies.
 - e. A sampling and monitoring plan to evaluate the quality of reclaimed water within the distribution system to provide quality assurance at the time of reuse and specify the necessary actions in response to unsatisfactory monitoring results.
 - f. A map of all reclaimed water distribution lines.

[[15A NCAC 02U .0801\(a\)](#)]

4. Upon the Water Pollution Control System Operators Certification Commission's (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified Operator in Responsible Charge (ORC), and one or more certified operators as Back-up ORCs. The ORC or its Back-up shall operate and visit the facilities as required pursuant to [15A NCAC 08G .0204](#) and [08G .0205](#).

At the time of this permit issuance, the WPCSOCC does not require an ORC and Back-up ORC for Reclaimed Water Conjunctive Utilization Systems. [[15A NCAC 02T .0117](#), [02U .0117](#)]

5. The Permittee shall only distribute and utilize reclaimed water generated from the Utley Creek WWTP Reclaimed Water System (Permit No. WQ0032289) at the sites and for the activities listed in Attachment B. [[15A NCAC 02U .0101](#)]
6. The Permittee shall control public access to reclaimed water utilization sites during active site use. [[15A NCAC 02U .0501\(a\)\(2\)](#)]
7. The Permittee shall establish and maintain a protective vegetative cover on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., the outside toe of the embankment to the maximum allowable temporary storage elevation on the inside of the embankment). The Permittee shall remove all trees, shrubs, and other woody vegetation from earthen dikes and embankments. The Permittee shall keep all earthen embankments mowed or otherwise controlled and accessible. [[15A NCAC 02U .0801\(g\)](#)]
8. The Permittee shall test and calibrate metering equipment annually. [[15A NCAC 02U .0801\(d\)](#)]
9. The Permittee shall provide notification to the public and its employees about the use of reclaimed water and that reclaimed water is not for drinking. The Permittee shall provide notification to employees in a language they understand. [[15A NCAC 02U .0501\(a\)\(2\)](#)]

10. The Permittee shall develop and implement an education program to inform users and its employees about the proper use of reclaimed water. The Permittee shall provide educational material to all residents and/or other facilities provided with reclaimed water. The Permittee shall make all educational materials available to the Division upon request. [[15A NCAC 02U .0501\(a\)\(4\)](#)]
11. Reclaimed water used for activities other than irrigation shall not cause exposure to aerosols. [[15A NCAC 02U .0501\(b\)\(6\)](#)]
12. The Permittee or Permittee-authorized users shall not use reclaimed water for swimming pools, hot tubs, spas, or similar uses. [[15A NCAC 02U .0501\(c\)](#)]

IV. MONITORING AND REPORTING

1. The Permittee shall conduct and report any Division-required monitoring, including the monitoring of groundwater, surface water or wetlands, waste, reclaimed water, residuals, soil, treatment processes, lagoon or storage ponds, and plant tissue, if necessary to evaluate this facility's impact on groundwater and surface water. [[15A NCAC 02T .0108\(c\)](#), [02U .0108](#)]
2. The Permittee shall maintain records tracking the amount of reclaimed water distributed and shall include the following information:
 - a. Date reclaimed water distributed; and
 - b. Volume of reclaimed water distributed to each site specified in Attachment B.

The Permittee shall sum the monthly water distributed and report on Form NDMR (see Attachment A) under parameter WQ01 (Flow, Reclaimed Water Distributed). This value shall represent the total volume of reclaimed water distributed for that month. [[15A NCAC 02T .0108\(c\)](#), [02U .0108](#)]

3. On or before the last day of the month following the previous month's sampling, the Permittee shall submit monitoring data (as specified in Condition IV.2) on Form NDMR for each PPI. If no activities occurred during the monitoring month, the Permittee shall still submit monitoring reports documenting the absence of the activity. The Permittee shall submit the reports via the Non-Discharge [monitoring report portal](#). [[15A NCAC 02T .0105\(i\)](#), [02U .0105](#)]
4. The Permittee shall keep a log of all maintenance done at this facility. The Permittee shall maintain this log for eight years and shall make it available to the Division upon request. This log shall include:
 - a. Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections, cleanings, etc.).
 - b. Record of all discharges of reclaimed water to surface waters or the land surface, including the date of occurrence, estimated volume, and corrective action taken.

[[15A NCAC 02U .0801\(h\)](#)]

5. **Noncompliance Notification:**

The Permittee shall report to the Raleigh Regional Office, telephone number (919) 791-4200, within 24 hours of first knowledge of the following:

- a. Any failure rendering the reclaimed water distribution facilities incapable of adequately conveying the reclaimed water (e.g., mechanical or electrical failures, line blockages or breaks, etc.).
- b. Any facility failure resulting in a discharge to surface waters.
- c. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- d. Any failure resulting in a discharge of reclaimed water directly to surface waters or any release of reclaimed water to land surface greater than or equal to 5,000 gallons. The Permittee shall document releases less than 5,000 gallons to land surface pursuant to Condition IV.4.b but does not require Regional Office notification.

Emergencies requiring reporting outside normal business hours shall call the Division's Emergency Response personnel at the telephone number (800) 858-0368. All noncompliance notifications shall file a written report to the Raleigh Regional Office within five days of first knowledge of the occurrence, and this report shall outline the actions proposed or taken to ensure the problem does not recur. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]

V. **INSPECTIONS**

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the reclaimed water distribution and conjunctive utilization facilities. [[15A NCAC 02U .0801\(i\)](#)]
2. The Permittee shall inspect the reclaimed water distribution and conjunctive utilization facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for eight years from the date of the inspection and shall make this log available to the Division upon request. [[15A NCAC 02U .0801\(h\)](#), [02U .0801\(i\)](#)]
3. Division-authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the permitted reclaimed water distribution and conjunctive utilization facilities at any reasonable time for determining compliance with this permit. Division-authorized representatives may inspect or copy records maintained under the terms and conditions of this permit and may collect influent, treatment process water, generated reclaimed water, residual, soil, plant tissue, groundwater, or surface water samples. [[G.S. 143-215.3\(a\)\(2\)](#)]

VI. GENERAL

1. The Permittee's failure to comply with this permit's conditions and limitations may subject the Permittee to a Division enforcement action. [[G.S. 143-215.6A](#), [143-215.6B](#), [143-215.6C](#)]
 2. This permit is effective only for the nature and volume of wastes described in the permit application and Division-approved plans and specifications. [[G.S. 143-215.1\(d\)](#)]
 3. There are no variances to administrative codes or general statutes governing the construction or operation of the permitted facilities unless the Permittee specifically requested a variance in the application and the Division approved the variance as noted in this permit's facility description. [[15A NCAC 02T .0105\(b\)](#), [02U .0105](#)]
 4. This permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0108](#)]
 5. The Permittee shall retain this permit and the Division-approved plans and specifications for the life of the permitted facilities. [[15A NCAC 02T .0105\(o\)](#), [02T .0116\(d\)](#), [02U .0105](#), [02U .0116](#)]
 6. The Permittee shall comply with all permit conditions and requirements until the proper closure of the permitted facilities, or until another appropriate authority permits the facilities. [[15A NCAC 02T .0105\(j\)](#), [02U .0105](#)]
 7. This permit is subject to revocation or modification upon 60-day notice from the Division Director in whole or part for:
 - a. Violation of any terms or conditions of this permit or [15A NCAC 02U](#).
 - b. Obtaining a permit by misrepresentation or failure to disclose all relevant facts.
 - c. The Permittee's refusal to allow authorized Department employees upon presentation of credentials:
 - i. To enter the Permittee's premises where a system is located or where the Permittee keeps any Division-required records under the terms and conditions of this permit.
 - ii. To have access to any permit-required documents and records.
 - iii. To inspect any monitoring equipment or method as required in this permit.
 - iv. To sample any pollutants.
 - d. The Permittee's failure to pay the annual fee for administering and compliance monitoring.
 - e. A Division determination that the conditions of this permit conflict with the North Carolina Administrative Code or General Statutes.
- [[15A NCAC 02T .0110](#), [02U .0110](#)]

8. Unless the Division determines that the Permittee needs a permit modification for the construction of facilities to resolve non-compliance with any environmental statute or rule, or the Division Director grants a variance, expansion of the permitted facilities shall not occur if any of the following apply:
 - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under [G.S. 143-215.6B](#) or under Federal law that would otherwise be prosecuted under [G.S. 143-215.6B](#), and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this conviction.
 - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility in accordance with its permit or [15A NCAC 02U](#).
 - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this penalty.
 - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
 - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#) via [15A NCAC 02U .0105](#).
[[15A NCAC 02T .0120\(b\)](#), [02T .0120\(d\)](#), [02U .0120](#)]
9. Unless the Division Director grants a variance, the Division shall not renew this permit if the Permittee or any affiliation has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#). [[15A NCAC 02T .0120\(c\)](#), [02T .0120\(d\)](#), [02U .0105](#), [02U .0120](#)]
10. The Permittee shall pay an annual fee for each year of the term of this permit pursuant to the schedule in [G.S. 143-215.3D\(a\)](#). The Permittee shall continue to pay annual fees for any facility operating on an expired permit that the Division has not rescinded or revoked. [[15A NCAC 02T .0105\(e\)\(2\)](#), [02U .0105](#)]

Permit issued this the 21st day of November 2023

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

DocuSigned by:

D1043082680C483...

Richard E. Rogers, Jr., Director
Division of Water Resources
By Authority of the Environmental Management Commission

Permit Number WQ0044713

Permit No. WQ0044713
FUJIFILM Diosynth Biotechnologies
North Carolina, Inc.
FUJIFILM Diosynth Biotechnologies
– Galaxy Campus CUS

Reclaimed Water Distribution and Conjunctive Utilization System
November 21, 2023
Wake County

ENGINEERING CERTIFICATION

☐ Partial ☐ Final

I, _____, as a duly licensed North Carolina Professional Engineer, having ☐ periodically / ☐ fully observed the construction of the permitted facilities, do hereby state to the best of my abilities that the facility was constructed in compliance with [G.S. 143-215.1, Administrative Code Title 15A Subchapter 02U](#), this permit, and the Division-approved plans and specifications.

Documentation of any variation to this permit, and the Division-approved plans and specifications, is in the attached as-built drawings.

Description of variations: _____

Professional Engineer's Name			
Firm Name		Firm No.	
Address			
City	State	Zip Code	
Telephone	Email		
Seal, Signature, and Date			

THE PERMITTEE SHALL SUBMIT THE COMPLETED ENGINEERING CERTIFICATION, INCLUDING ALL SUPPORTING DOCUMENTATION, VIA THE NON-DISCHARGE [ONLINE PORTAL](#)

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ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS

Certification Date: November 21, 2023

FUJIFILM Diosynth Biotechnologies North Carolina, Inc.

Permit Number: WQ0044713 Version: 1.0

PPI 001 – Distributed Reclaimed Water for Conjunctive Utilization

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Total	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
WQ01	Flow, Reclaimed Water Distributed	gallons					Monthly	Estimate

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ATTACHMENT B – APPROVED LAND APPLICATION SITES AND LIMITATIONS

Certification Date: November 21, 2023

FUJIFILM Diosynth Biotechnologies North Carolina, Inc.

Permit Number: WQ0044713 Version: 1.0

UTILIZATION AREA INFORMATION									APPLICATION LIMITATIONS		
Site	Owner	Parcel No.	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Approved Use	Parameter	Hourly Rate	Units
1	FUJIFILM Diosynth Biotechnologies North Carolina, Inc.	0639720552	Wake	35.653100°	-78.873900°			Cooling Towers			
Total:											

Page 38 - REDACTED

EXHIBIT G
Reporting Form to Town of Holly Springs

Permit No.: Non			Facility Name:						County:			Month:			Year:	
PPI:			Flow Measuring Point: ☐ Influent ☐ Effluent ☐ No flow generated						Parameter Monitoring Point: ☐ Influent ☐ Effluent ☐ Groundwater Lowering ☐ Surface Water							
Parameter Code →			50050													
Day	ORC Arrival Time	ORC Time On Site	Flow													
	24-hr	hrs	GPD													
1																
2																
3																
4																
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Average:																
Daily Maximum:																
Daily Minimum:																
Sampling Type:																
Monthly Avg. Limit:																
Daily Limit:																
Sample Frequency:																

Sampling Person(s)	Certified Laboratories
Name:	Name:
Name:	Name:

Does all monitoring data and sampling frequencies meet the requirements in Attachment A of your permit? ☐ Compliant ☐ Non-Compliant

If the facility is non-compliant, please explain in the space below the reason(s) the facility was not in compliance. Provide in your explanation the date(s) of the non-compliance and describe the corrective action(s) taken. Attach additional sheets if necessary.

Operator in Responsible Charge (ORC) Certification	Permittee Certification
ORC:	Permittee:
Certification No.:	Signing Official:
Grade:	Signing Official's Title:
Phone Number:	
Has the ORC changed since the previous NDMR? ☐ Yes ☐ No	Phone Number: Permit Expiration:
SignatureDate By this signature, I certify that this report is accurate and complete to the best of my knowledge.	SignatureDate I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that all qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Mail Original and Two Copies to:
Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Wastewater Chemical Suppliers and Services Sole Sourcing

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sara Emig, Utilities and Infrastructure, Rachel Ingham, Utilities and Infrastructure

Action(s):

- Approve Evoqua Water Technologies LLC as sole source for odor and erosion control chemicals and chemical management.
- Approve Evoqua Water Technologies LLC contract and rate schedule for Comprehensive Odor and Erosion Control Program.
- Approve Zeta Solutions LLC as a sole source for ZetaFloc polymer.

Explanation:

- Sole-source purchasing is utilized and available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration.
- In management and monitoring of wastewater assets, regular purchase of chemicals and chemical monitoring are required. In order to avoid frequent, repetitive agenda items for sole source contract approvals, staff is requesting approval of these vendors as sole sources for the items indicated.
- Sole-source approval of Evoqua Water Technologies for odor and pipe corrosion control chemicals and chemical management is requested because no other company in the region provides the products and services of the chemicals, monitoring Hydrogen Sulfide (H₂S) through the system, monitoring chemical storage, and supplying detailed reports. Staff recommends a sole-source service provider for odor and corrosion control chemicals and chemical management.
- Sole-source approval for ZetaFloc polymer is requested since this high performing polymer is only available in our region through a single contractor, Zeta Solutions LLC. In addition to providing polymer, Zeta Solutions performs testing throughout the year to make sure the correct polymer is utilized for the biosolids program. Several polymers from other companies have previously been used that do not perform as well as the ZetaFloc polymer. Utilizing this particular polymer is also more cost effective because it produces a drier, lighter weight cake solid, reducing the hauling costs to the Town. Staff recommends a sole-source service provider for ZetaFloc polymer.

Background:

- Odor and erosion control chemicals are used to manage the odors generated from the

Town Council Business Meeting
October 15, 2024

wastewater system and minimize erosion in the collections system.

- Polymer is utilized in the processing of biosolids in wastewater treatment.

Funding Source(s):

- Operating Budget – Utility Fund – Utilities & Infrastructure

Attachment(s):

1. Sole-Source Exception Memo (Evoqua)
2. Evoqua Contract 2024
3. Sole-Source Exception Memo (ZetaFloc polymer)

SOLE-SOURCE EXCEPTION MEMORANDUM

*For exemption from the requirements of General Statute Chapter 143 Article 8 Public Contracts.
Applicable to the purchase of apparatus, supplies, materials, or equipment only.*

Chapter 143-129 of the North Carolina General Statutes requires competitive bidding for formal purchases above \$90,000.00, and Town of Holly Springs Purchasing Policy requires the same for purchases between \$30,000.00 and up to \$90,000.00.

Alternatively, G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met:

- (i) performance or price competition for a product are not available;
- (ii) a needed product is available from only one source of supply; or
- (iii) standardization or compatibility is the overriding consideration.

Use of the exception under G.S. 143-129(e)(6) requires Town Council approval of the sole-source purchase(s) prior to the award of the contract/purchase.

Justification to apply G.S. 143-129(e)(6) sole-source exception:

Vendor: Evoqua Water Technologies LLC

2650 Tallevast Rd.
Sarasota, FL 34243

Purchase: Odor and erosion control chemicals and chemical management

Evoqua provides chemicals, monitors Hydrogen Sulfide (H₂S) through the system, monitors chemical storage, and supplies detailed reports. There is also website that shows the H₂S numbers for sites in the system throughout town. This helps maintain an odor control system that does not just overfeed chemicals but use what is needed.

Authorization to apply the G.S. 143-129(e)(6) sole-source exception for the above referenced purchase:

Agenda Item #: _____

Date Approved by Town Council: _____

Linda McKinney, Town Clerk

June 6, 2024

Wayne Wilhelm
Utilities Manager – Collections & Distribution
Town of Holly Springs
101 Thomas Mill Rd
Holly Springs, NC 27540
Phone: (919) 625-3236
Email: Wayne.wilhelm@hollyspringsnc.us

**RE: 2024 FSOC BIOXIDE PRICE LETTER
COMPRHENSIVE ODOR AND CORROSION CONTROL PROGRAM
REF. Contract #2017-192299
TOWN OF HOLLY SPRINGS, NC
Evoqua Quote No. Q240626DE03**

Dear Wayne:

Each year, Evoqua evaluates the cost of bringing you world class odor and corrosion control solutions. We then execute strategies to keep these costs as low as possible without sacrificing the value you expect from Evoqua. Over the past year, after executing on these strategies, we were able to reduce the cost of doing business in a few areas, but Evoqua still realized increases in the following areas:

- Health Insurance
- Chemical Raw Materials
- Labor
- Manufacturing

Fortunately, it will not be necessary to pass a portion of these escalations on in price increases upon the contract renewal date. Pricing will remain unchanged from last year and will take effect on July 1, 2024, and remain firm through June 30, 2025, as follows:

Chemicals: delivered in minimum 2400-gallon bulk loads:

Bioxide: **\$3.57/gal (Currently only chemical in use)**

Peroxide 50%: \$4.787/gal

Bioxide-AQ: \$3.99/gal

Bioxide Plus71: \$5.462/gal

VX 456: \$11.98/gal

Service and Equipment: billed on a bimonthly frequency (6x/year)

Routine Service fee: **\$793.61/site** (includes routine service and VaporLink- **All Sites except Bass Lake**)

Equipment fee: **\$1,709.66/site** (includes equipment, VaporLink, and routine service- **Bass Lake PS**)

VDLT upgrade fee: **\$655.90/site** (includes VDLT advanced dosing unit- **12Oaks PS & Sunset Ridge PS**)

BIOXIDE is an proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide® products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full Service Odor Control are trademarks of Evoqua Water Technologies LLC.

The terms and conditions in contract #2017-192299 apply and shall prevail. The prices listed herein do not include any applicable taxes.

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faq> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

If you have any questions or should you require additional information, please feel free to contact me at fitz.moles@xylem.com. Thank you for your consideration.

Sincerely,

Evoqua Water Technologies LLC

Fitz Moles

Fitz Moles
Technical Sales Representative- North Carolina

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 DeVold _____ (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

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

By: _____
Linda C. McKinney, Town Clerk

(Town Seal)

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE TOWN TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE TOWN TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

SOLE-SOURCE EXCEPTION MEMORANDUM

*For exemption from the requirements of General Statute Chapter 143 Article 8 Public Contracts.
Applicable to the purchase of apparatus, supplies, materials, or equipment only.*

Chapter 143-129 of the North Carolina General Statutes requires competitive bidding for formal purchases above \$90,000.00, and Town of Holly Springs Purchasing Policy requires the same for purchases between \$30,000.00 and up to \$90,000.00.

Alternatively, G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met:

- (i) performance or price competition for a product are not available;
- (ii) a needed product is available from only one source of supply; or
- (iii) standardization or compatibility is the overriding consideration.

Use of the exception under G.S. 143-129(e)(6) requires Town Council approval of the sole-source purchase(s) prior to the award of the contract/purchase.

Justification to apply G.S. 143-129(e)(6) sole-source exception:

Vendor: Zeta Solutions LLC

4 Long Shoals Rd., Suite B466
Arden, NC 28704

Purchase: ZetaFloc polymer

Sole-source approval for ZetaFloc polymer is requested since this high performing polymer is only available in our region through a single contractor, Zeta Solutions. In addition to providing polymer, Zeta Solutions performs testing throughout the year to make sure the correct polymer is utilized for the biosolids program. Several polymers from other companies have previously been used that do not perform as well as the ZetaFloc polymer. Utilizing this particular polymer is also more cost effective because it produces a dryer cake solid, so more biosolids can be hauled per box a day. Staff recommends a sole-source service provider for ZetaFloc polymer.

Authorization to apply the G.S. 143-129(e)(6) sole-source exception for the above referenced purchase:

Agenda Item #: _____

Date Approved by Town Council: _____

Linda McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Acceptance of Supplemental Nutritional Assistance Program (SNAP) Grant Funding

Strategic Priority Area: Vibrant Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Accept the award and adopt Grants and Special Revenue Fund Ordinance (24-34) to increase the Farmers Market budget to recognize a \$19,500 grant award to support individuals and families who are food insecure.

Explanation:

- Since 2022, the Holly Springs Farmers Market has received supplemental funding in the amount of \$28,700 from the Wake County Health & Human Services Department (DHHS) to provide access to fresh produce for low-income populations.
- This action would approve the extension of funding through 2025 and 2026 in the amount of \$19,500. This additional funding will bring the total amount granted to \$48,200.
- These funds will be used to match individual Supplemental Nutritional Assistance Program (SNAP) benefits, to support children's programming, to promote the Farmers Market and to support the Produce to Pantry program at the Farmers Market.
- Council action is requested to recognize the grant revenue and appropriate the funds for expenditure.
- Grants and Special Revenue Fund Ordinance (24-34) appropriates all projects within the project fund. This ordinance increases the existing appropriation with:
 - \$19,500 in federal grant funding for the SNAP program
 - Additionally, recognizes \$6,151 in previously received funds as well as interest earnings from SNAP funding

Background:

- The Holly Springs Farmers Market is a local resource to support all members of the community, including the food insecure, with its participation in accepting SNAP benefits. The Market works with DHHS of Wake County to welcome low-income and food insecure visitors as well as agribusiness owners such as farmers, with efforts to shorten the local food supply chain.
- The Holly Springs Farmers Market is a year-round market with an average of 40 vendors, serving approximately 1,200 weekly shoppers.

Funding Source(s):

Community Investment Plan - Federal Grants / Interest Earnings

Attachment(s):

Town Council Business Meeting
October 15, 2024

1. SNAP Grant Amendment
2. Grants and Special Revenue Ordinance (24-34)
3. Summary of Ordinance Changes for Oct 15 2024

Contract Amendment Number: EC00000000007867-04

(Please reference this number on your invoices for payment)

Department: 46 - Health & Human Services Department

Vendor: VC0000001085 - TOWN OF HOLLY SPRINGS

Original Description of Services: 1. Explanation of Services to be provided and to whom services will be provided to: American Rescue Plan Funding to support supply chain disruptions as a result of the Covid19 Pandemic and to increase access to fresh produce for low-income populations at risk of chronic illness and greater risk of severe complications from Covid-19 infection. Funds may be used to support markets in attracting and retaining farm product vendors, such as produce, meat, bread, cheese; starting a SNAP program at the market; marketing SNAP programs; matching SNAP, WIC, and Farmer's Market Nutrition Program dollars spent at the market; and purchasing excess produce at the end of the market to support a partner pantry(s). Services are to target low-income, food insecure market visitors and/or potential food insecure and low-income visitors to areas surrounding the market, as well as agribusiness owners such as farmers, especially BIPOC- and women-owned farm enterprises, and efforts to shorten the local food supply chain.

Original Start Date: 4/1/2022

Current Start Date: 4/1/2022

Original End Date: 4/30/2023

Current End Date: 12/31/2024

Original Max Amt Payable: \$4,900.00

Current Max Amt Payable: \$28,700.00

Amendment History: (Completed Amendments)

<u>Amendment Number</u>	<u>Change Amount</u>
EC00000000007867-01	\$ 1500.00
EC00000000007867-02	\$ 9800.00
EC00000000007867-03	\$ 12500.00

Amendment Accounting History:

<u>Amendment Number</u>	<u>BFY</u>	<u>Acct Template</u>	<u>Object</u>	<u>Amount</u>
EC00000000007867-01	9999	34CV61	2130	\$ 1,500.00
EC00000000007867-02	9999	34CV61	2130	\$ 9,800.00
EC00000000007867-03	9999	34CV61	2130	\$ 12,500.00

Current Amendment: EC00000000007867-04

Term: New Contract Start Date: 4/1/2022

New Contract End Date: 12/31/2026

Scope Change: Extension of funding through the 2025 and 2026 Market season to be utilized as follows:

	2025	2026
SNAP Match	\$3,750.00	\$3,750.00
Children's Programming	\$500.00	\$500.00
SNAP and Market Promotion	\$500.00	\$500.00
Produce to Pantry	\$5,000.00	\$5,000.00

Amount Change:

\$19,500.00

New MAP:

\$48,200.00

Accounting:

<u>BFY</u>	<u>Acct Template</u>	<u>Object</u>	<u>Amount</u>	<u>Description</u>
9999	34CV61	2130	\$19,500.00	Extension of funding through the 2025 and 2026 Market season

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT

This **AMENDMENT** made and entered into the 09th day of September, 2024, by and between the County of Wake, a body politic and corporate of the State of North Carolina, hereinafter referred to as "**COUNTY**" and TOWN OF HOLLY SPRINGS hereinafter referred to as "**CONTRACTOR**";

WITNESSETH

That **WHEREAS**, the **COUNTY** and **CONTRACTOR** have an existing legal contract specifying services, terms and conditions under which the **CONTRACTOR** provides specified services to the **COUNTY**; and,

WHEREAS, said contract was officially signed by both parties; and,

WHEREAS, said contract specified the compensation to be received by **CONTRACTOR** from the **COUNTY**, and the terms of said contract; and,

WHEREAS, **COUNTY** desires to increase **CONTRACTOR'S** maximum amount payable to the current contract; and,

WHEREAS, **COUNTY** desires to have **CONTRACTOR** provide additional services to the current contract; and,

WHEREAS, **COUNTY** desires to continue **CONTRACTOR'S** services for an additional period to the current contract; and,

WHEREAS, the **CONTRACTOR** has accepted this increase and is desirous of a continued relationship with the **COUNTY** to provide these services.

WHEREAS, the **CONTRACTOR** has accepted these additional services and is desirous of a continued relationship with the **COUNTY** to provide these services.

WHEREAS, the **CONTRACTOR** has accepted this continuation and is desirous of a continued relationship with the **COUNTY** to provide these services.

NOW, THEREFORE, and in consideration of the continued services offered by the **CONTRACTOR** and agreed to by the **COUNTY**, the **COUNTY** and **CONTRACTOR** mutually agree to amend the "MAXIMUM AMOUNT PAYABLE" of the contract as it relates to the amount to read "\$48,200.00" and "SCOPE OF SERVICES" of the contract to include "Extension of funding through the 2025 and 2026 Market season" with the additional funding to be used as follows:

	2025	2026
SNAP Match	\$3,750.00	\$3,750.00
Children’s Programming	\$500.00	\$500.00
SNAP and Market Promotion	\$500.00	\$500.00
Produce to Pantry	\$5,000.00	\$5,000.00

Any remaining funding from prior seasons is to be used for SNAP match and/or Produce to pantry expenses.

Wake County will disburse the funding for this period in the amounts and during the months listed below:

	2025	2026
January	\$3,916.66	\$3,916.66
April	\$2,916.67	\$2,916.67
July	\$2,916.67	\$2,916.67

Disbursements will be contingent upon receipt of appropriate reports, including, but not limited to, budget documents showing spend down of program dollars. If significant funds remain in account at time of a scheduled payment, disbursement will be delayed. Excess funds may be applied toward SNAP double bucks and Projects to Pantry program until the end of the market season. Any excess funds remaining at the end of the market season will not be sent to CONTRACTOR. And "TERM" of the contract as it relates to the expiration term to read "12/31/2026". All other rights, terms and considerations currently contained in this contract remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by both parties this amendment, which shall be deemed to be an original, on the day and year first above written.

THE COUNTY OF WAKE

By _____

Katherine Williams
Director, Cooperative Extension
 Date: _____

THE TOWN OF HOLLY SPRINGS

Signed by:
 By LEE ANN PLUMER
A122F28074B9447...

Lee Ann Plumer
Director, of Parks and Recreation
 Date: 9/19/2024

By _____

Tina Stroupe
Finance Director
 Date: _____

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

 Wake County Finance Officer

The person responsible for monitoring the contract performance requirements is Maryann Cavino.

Department Head Initials: _____



Ordinance No. 24-34

Date Submitted: October 15, 2024

Date Adopted: October 15, 2024

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

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

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

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

SECTION III: The following amounts are appropriated for the project funds effective October 15, 2024

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	2,816,041
General Government	2,401,011
Police	452,581
Parks and Recreation	95,983
Development Services	25,000
Public Works	12,500
Fire	5,000
Total	5,808,116

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

Grant and Special Revenue Fund	
Revenues:	
Transfers from General Fund	2,934,347
State Grants and Intergovernmental Funds	2,136,889
Miscellaneous Revenues	365,675
Federal Grants and Intergovernmental Funds	371,205
Total	5,808,116

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

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

Council.

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

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

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

The provisions of this ordinance shall become effective October 15, 2024, in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of October 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Summary or Ordinance Changes for October 15, 2024, Town Council

Grants and Special Revenue Fund Project Ordinance

Current Grants and Special Revenue Ordinance Appropriation	\$5,782,465
SNAP 2025 Grant	\$19,500
Previously awarded SNAP Grants and Interest Earnings	\$6,151
Grants and Special Revenue Ordinance (24-34)	\$5,808,116



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Consent Agenda

Title: Signal Update Contract Amendments - Various Transportation Projects

Strategic Priority Area: Community Safety
Growth Management & Economic Vitality

Staff Resource: Tim Athy, Utilities and Infrastructure

Action(s):

- Award and authorize the Town Manager to sign and execute the Kimley-Horn design contract amendment #5 in the amount of \$12,000 for the Main St. Right Turn Lane Project.
- Award and authorize the Town Manager to sign and execute the Kimley-Horn design contract amendment #1 in the amount of \$30,000 for the Holly Springs Rd. (central) Project.
- Award and authorize the Town Manager to sign and execute the Summit Design & Engineering Services design contract amendment #6 in the amount of \$7,419 for the NC 55 Right Turn Lane Project.

Explanation:

- As part of the Town's Intelligent Transportation Systems (ITS) initiative and partnership with the North Carolina Department of Transportation (NCDOT), the NCDOT will be installing Town signal cabinets with the most up-to-date traffic software using State funds.
- The ITS investments will impact three current Town transportation projects:
 - Main St. Right Turn Lane - construction plans
 - NC 55 Right Turn Lane - construction plans
 - Holly Springs Rd.(central) - design plans
- The NCDOT is requiring the Town to revise the two sets of construction plans (Rt Turn Lane projects) and one set of design plans (HS Rd Central) to be consistent with the signal software updates.
- Funding for these amendments will come from the individual project contingency funds.

Background:

- All transportation projects identified: Main St. Right Turn Lane, NC 55 Right Turn Lane and Holly Springs Rd (Central) are funded from the 2018 Transportation Bond.
- No prior Council authorization exists for the Town Manager to approve these smaller design change orders.

Funding Source(s):

Town Council Business Meeting
October 15, 2024

Community Investment Plan - Transportation Bond / LAPP Grants

Attachment(s):

1. HSR(central)_Amend_#01
2. Main_Street_RTL_Amend_#05
3. NC_55_RTL_Amend_#06

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated September 13, 2024 to the agreement between the Town of Holly Springs ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 11, 2023 ("the Agreement") concerning U-6094 Holly Springs Road Widening- Central (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Task 17 – Signal Design

Due to a shift in the U-6064 traffic control plans, along with the Town of Holly Springs' recent conversion to Maxtime signal software, the previously developed signal designs at the intersection of SR 1152 (Holly Springs Road) at Bass Lake Road will need to be redesigned. The three temporary signal designs and one final design will all need to be revised.

The Consultant will revise traffic signal designs and electrical plans for the referenced intersection. Based on the roadway design plans for this project, the Consultant will revise the traffic signals in conformance with NCDOT standards. The Consultant will prepare and submit the 90% plans to NCDOT and the Town of Holly Springs. Upon receipt of comments, the Consultant will revise the plans if necessary and will sign, seal, and submit final plans. The Town will be copied on all plan submittals.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Construction observation services
- Pre-construction meetings with owner's or contractor's representatives
- Signal timing services
- Utility Coordination
- Cable Routing Plans

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Task 17 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 17 Signal Design	\$30,000
Total Lump Sum Labor Fee	\$30,000

CLIENT:

TOWN OF HOLLY SPRINGS

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Vice President

Date: September 13, 2024

**AMENDMENT NUMBER 05 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 05 dated September 13, 2024 to the agreement between the Town of Holly Springs ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 28, 2019 ("the Agreement") concerning Main Street Right Turn Lane, TOHS Project No. 19-001 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

The tasks listed in the Agreement will be added as follows:

Task 3- Signal Design

Due to the Town of Holly Springs' recent conversation to Maxtime signal software and an NCDOT project being constructed prior to this project, the previously developed signal designs at the intersection of SR 6107 (N. Main Street) at SR 1152 (Holly Springs Road) will need to be update. The temporary signal design, final design, and electrical details will all need to be revised as well as the Project Special Provision.

The Consultant will revise traffic signal designs and electrical plans for the referenced intersection. Based on the roadway design plans for this project as well as recently revised plans developed by NCDOT, the Consultant will revise the traffic signals in conformance with NCDOT standards. The Consultant will prepare and submit the 90% plans to NCDOT and the Town of Holly Springs. Upon receipt of comments, the Consultant will revise the plans if necessary and will sign, seal, and submit final plans.

For the services set forth above, Client shall pay Consultant the following compensation:

The total lump sum fees for Task 3 will be adjusted by the amount as labeled.

Task 3- Signal Design	\$12,000
-----------------------	----------

Total Lump Sum Fee	\$12,000
--------------------	----------

CLIENT:

TOWN OF HOLLY SPRINGS

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Vice President

Date: September 13, 2024

September 13, 2024

Mr. Tim Athy, PE
Transportation Engineer
128 S. Main St.
Holly Springs, NC 27540

**Subject: HL-0029 TOHS Project #19-005
Change Order No. 6 – Update of HL-0029 Signal Plans to MAXTIME for consistency with NCDOT Plans.**

Mr. Athy,

Please see attached the scope for supplemental services to update the signal plans and contract MAXTIME to be consistent with the NCDOT current signal plans in the area. It is our pleasure to continue to serve the Town on this project and assist with updating the HL-0029 Signal Plans to MAXTIME, Cable Routing updates, project management, updates to the PS&E documents. Following the scope of work is the Workday Estimate. Please feel free to reach out to me with any questions or concerns regarding the scope or supplemental fee.

Project Management

- Coordination with the Town to implement the updated Signal Plans into the current contract.
- Updated to PS&E from Signal Plan and Cable Routing Updates

Signals

- Update of Signal Plans to MAXTIME to align with NCDOT Contract recently let in project vicinity.
- The signals within the project limits are as follows:
 - 05-1996 NC 55 (GB Alford Highway) & SR 1114 (S. Main Street)
 - 05-1997 NC 55 (GB Alford Highway) & SR 1115 (Avent Ferry Road)
 - 05-2044 NC 55 (GB Alford Highway) & U-Turn South of Avent Ferry Road
- The Consultant shall be responsible for the preparation of all signal designs and associated electrical and programming details for all traffic signals within the project limits, both temporary and final.
- The Consultant shall revise **three (3) Final signal designs** and electrical/programming details using the new **NCDOT MAXTIME controller software** for the project intersections, and revise the Signal Communications Plans to reflect the Ethernet communication system being installed as follows:

05-1996 NC 55 & S. Main Street

Final design to include pedestrian signals, typical loop detectors, microwave detectors and EV preemption, configured in MAXTIME.

05-1997 NC 55 & Avent Ferry Road

Final design to include pedestrian signals, typical loop detectors, microwave detectors and EV preemption configured in MAXTIME

05-2044 NC 55 & U-Turn South of Avent Ferry Road

Final design to include pedestrian signals, typical loop detectors, microwave detectors and EV preemption configured in MAXTIME.

Signal Communications Plans (SCP)

Plans to be revised to reflect the use of Ethernet communications proposed in the construction of the project currently let through Division 5 (August 2024 Project C-5600R).

Project Special Provisions

Final PSP to be revised for MAXTIME software and 2070 LX controllers, and Ethernet communications.

Cost Summary

- Below is a cost summary for the Scope of Services Supplemental broken-down Current Contract value, Project Management, Signal Plan Revisions to MAXTIME, Cable Routing Updates, and Revised Contract Value.

Contract Item	Amount
Current Contract Value	\$241,098.59
Project Management (Estimated Cost)	\$1,787.20
Signal Plan Revisions to MAXTIME (Estimated Cost)	\$5,134.21
Cable Routing Updates (Estimated Cost)	\$497.39
<i>Revised Contract Value</i>	<i>\$248,517.39</i>

Sincerely,



Spencer Merritt, PE
Transportation Design Manager
spencer.merritt@summitde.com
919.322.0115



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Symphonia Rezoning 22-REZ-10 and Development Agreement - Legislative Public Hearing

Strategic Priority Area: Growth Management & Economic Vitality

Vibrant Community

Staff Resource: Brett Gosney, Development Services, Catherine Jacobs, Development Services

Action(s):

- Conduct Legislative Public Hearing
- Approve / deny / defer Symphonia Rezoning Ordinance RZ24-08.
- Approve / deny / defer Development Agreement.

Explanation:

- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over the following 12-24 months, there will exist a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Town Council Legislative Public Hearing
- The Town has received a request to rezone 48.75 acres located off of Piney Grove Wilbon Rd. and Wade Nash Rd. from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District (CD).
- The Conditional Zoning District allows flexibility or deviations from the development standards to achieve more quality, innovative, and sustainable development that is otherwise restricted by specific application of the Unified Development Ordinance (UDO).
- Conditional Zoning District proposals are required to demonstrate that the project and development will incorporate and achieve the design goals of UDO Section 2.4.
- Proposed modified standards include reducing the minimum lot frontage requirement for a driveway onto the adjacent street from 60 feet to 40 feet for detached dwellings, an increased thoroughfare buffer width from 10 ft Type A buffer to 30 ft Type A buffer, an increase in maximum building height from 35 feet to 50 feet, and design standards for the homes.
- A proposed conceptual plan was provided with the rezoning request, which shows the PODs of the development. The Attached Dwellings POD is located on the northwest portion of the site with the Detached Dwellings POD encompassing the majority of the project.
- Open space will be spread throughout the site with Active Recreation Areas, including the clubhouse/pool/courts, near the northern portion of the site adjacent to the main roadways through the project.

- The Comprehensive Transportation Plan (CTP) shows the realignment of the Honeycutt Road and Wade Nash Road offset T intersections with Piney Grove Wilbon Road into a singular intersection. The proposed development has suggested a potential alignment route for the new east-west roadway that would bring a portion of it across their property, but is not proposing to construct. Through a proposed Development Agreement, the applicant is proposing to set aside land for the future realignment to pass through their project, provide a fee-in-lieu for the portion of that future roadway that will cross the Symphonia property, and signalize the existing Wade Nash Road and Piney Grove Wilbon Road intersection as a near-term improvement to the offset T intersections.
- The Developer has proposed a Developers Agreement for this project with the following terms:
 - Design, construct, and install a traffic signal at Wade Nash Road and Piney Grove Wilbon Road.
 - To set aside land within the development in the amount that the Town will find adequate for the option of constructing the potential realignment.
 - Grant the Town an exclusive option to acquire the Reserved Property for \$10 within twenty years of the Effective date of this agreement.
 - To pay the Town \$456,000 in Fees-in-Lieu for the portion of the thoroughfare that would cross the property with the potential realignment.
- Since the Planning Board Meeting on July 25, 2023, the applicant has been working on and has made adjustments to the Developers Agreement, including an increased Fee-in-Lieu for the future potential realignment.

Staff Recommendation: Deny

The applicant, since Planning Board review on July 25, 2023, has worked closely with staff to address various elements of the concerns identified. However, there are several transportation improvements that have been identified that do not fully address the long-term needs of the Wade-Nash/Honeycutt corridor.

Planning Board Recommendation: Deny (5-2)

A summary of the Planning Board discussion is in the Planning Board Action Report.

Note: The Wake County School Capacity letter was implemented after the Planning Board review of this application and was not included in their agenda items for review of this project.

Background:

- The property (PIN 0648809928) was added to the Extraterritorial Jurisdiction (ETJ) on January 17, 2006 and zoned R-30 Residential. R-30 was reassigned to RR Rural Residential with the effective date of the new UDO March 1, 2022.
- The remaining properties were added to the Extraterritorial Jurisdiction (ETJ) on June 17, 2016 and zoned R-30 Residential. R-30 was reassigned to RR Rural Residential with the effective date of the new UDO March 1, 2022.

Funding Source(s):

N/A

Attachment(s):

1. 22REZ10_Symphonia_StaffReport_101524

2. 22REZ10_Symphonia_PlanningBoardActionReport
3. 22REZ10_Symphonia_RezoningOrdinance
4. 22REZ10_Symphonia_SchoolImpactLetter
5. 22REZ10_Symphonia_Application
6. 22REZ10_Symphonia_DesignManual
7. 22REZ10_Symphonia_Planset
8. Symphonia Developer's Agreement_Town Council Version



Project Type: Zoning Map Amendment (Rezoning)

Concurrent Applications:

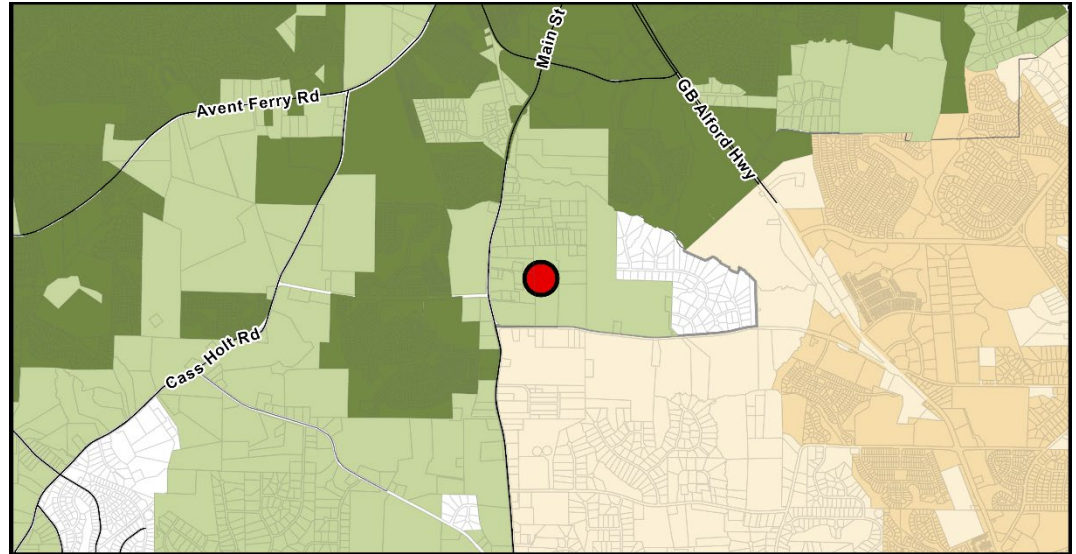
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:

Marina Holly Springs, LLC.

Property Address: 5729 Sand Dune Way

Property Area: 48.75 ac.



Located in: ☐ Holly Springs Corporate Limits ☒ Holly Springs ETJ ☐ Annexation Pending

Project Summary:

A rezoning of 48.75 acres from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District location at Wake County PINs #0648715314, 0648717244, 0648704818, 0648708966, 0648707749, 0648803844, 0648819331, 0648809928.

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.

Table of Contents:

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Case Summary

Current Zoning:

RR Rural Residential

☐ Conditional Zoning District

Proposed Zoning:

NR Neighborhood Residential

☒ Conditional Zoning District



Aerial Photograph

Growth Strategy Map:

Places to Enhance

Small Area Plan Designation:

N/A

Future Land Use Plan Designation:

Mixed Residential Neighborhood

Staff Analysis:

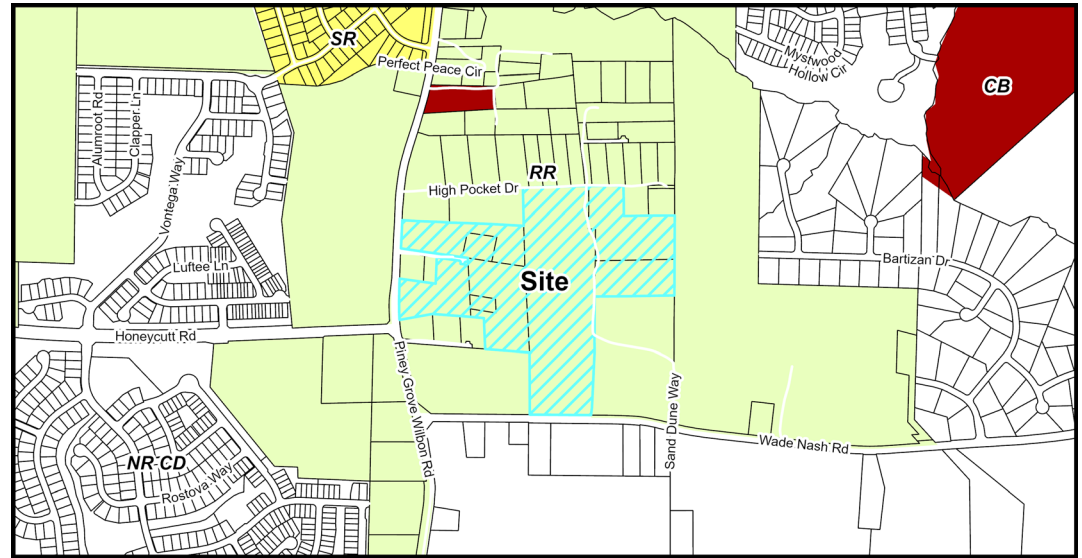
The requested Zoning Map Amendment is: ☐ Consistent with Adopted Plans ☒ Inconsistent with Adopted Plans

The proposed Conditional District Rezoning is achieving some of the goals that would be desirable for a development within the Future Land Use Designation of Mixed Residential Neighborhood. The proposed NR-CD Neighborhood Residential Conditional District allows for the development of attached and detached dwellings on a variety of lot sizes to promote housing choices in the community. The development also furthers the goals within the Comprehensive Plan by being sensitive to existing natural resources including large tree stands and drainage-ways. The Conditional Zoning District modifications that are inconsistent with the goals of the comprehensive plan include the reduction of lot widths, allowing parking in the front yard, and the increased front setback minimum. While lots should vary in width and sizes, the reduction of a front lot width below the UDO requirement can create issues for pedestrian safety due to the closely located driveways as well as it does not set up street trees for success due to the amount of pavement closely located to the trees. This can impact community character.

Staff Recommendation: ☐ Approve ☒ Deny

**Current Zoning Information**

Parcel #	Zoning	Area
0648715314	RR – Rural Residential	4.80
0648717244		1.00
0648704818		4.25
0648708966		5.81
0648707749		0.49
0648803844		22.00
0648819331		6.40
0648809928		4.00
Total Area		48.75



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	RR Rural Residential	Residential / Agricultural / Vacant
North	RR Rural Residential	Residential / Agricultural / Vacant
South	RA Residential Agricultural	Residential / Agricultural (Fuquay Varina Jurisdiction)
East	RR Rural Residential	Residential / Agricultural
West	RR Rural Residential	Residential / Agricultural

Parcel Rezoning History

Rezoning Number: 15-REZ-01 (Established ETJ)
 Original Zoning: Wake County
 Approved Zoning: R-30 Residential (Reassigned to RR Rural Residential March 1, 2022)
 Approval Date: June 17, 2016

Rezoning Number: 06-01 (Parcel 0648809928)
 Original Zoning: Wake County
 Approved Zoning: R-30 Residential (Reassigned to RR Rural Residential March 1, 2022)
 Approval Date: January 17, 2016



Land Use & Character Information

Growth Strategy Map: Places to Enhance

Future Land Use: Mixed Residential Neighborhood

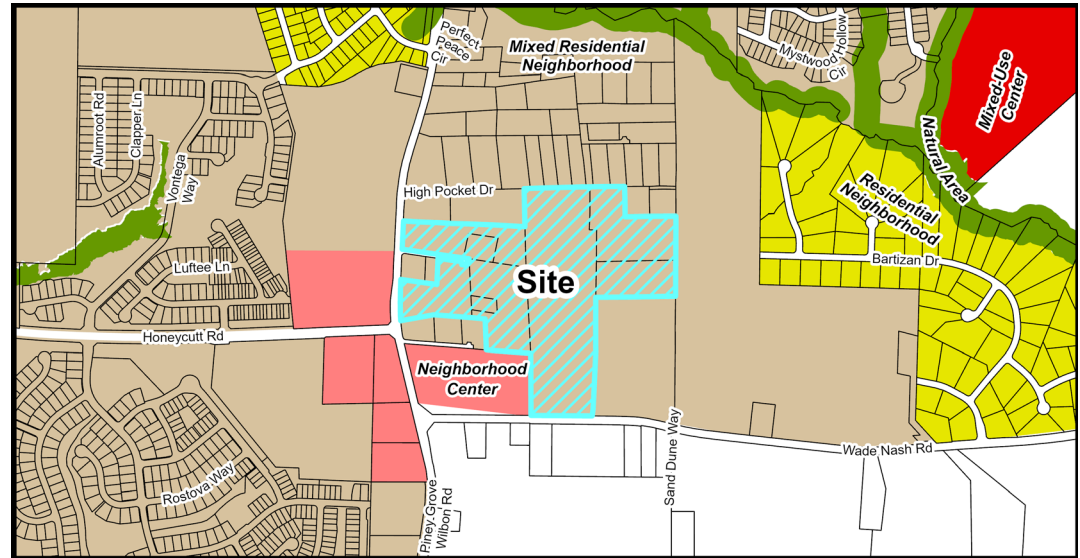
Small Area Plan: N/A

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 multidwelling) 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.

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.

In a Mixed Residential Neighborhood, homes are oriented toward the street with on-street parking in front of more dense housing options. Some neighborhoods may mix housing types on the same block, or provide accessory dwelling units. Smaller blocks and a grid street network support a well-connected, cohesive community. New Mixed Residential Neighborhoods should include a comprehensive and connected network of open space that provide gathering space; preserve large tree stands; and help manage stormwater run-off. These neighborhoods are organized around a neighborhood-scale park which can serve as a central gathering place, within a five-minute walk of all homes. Smaller open spaces like pocket parks and community gardens are distributed throughout the neighborhood, within a shorter walk of homes.

The density of Mixed Residential Neighborhoods is highest around the central gathering place, where attached and multi-dwelling housing types like townhomes, apartments and condo buildings define the space. Moving out from the center, lots transition from smaller to larger, and become exclusively single dwelling detached. If a Mixed Residential Neighborhood is built adjacent to an existing conventional neighborhood, this variation from more dense to less dense will provide an appropriate transition.

Some of the areas shown on the FLUM as Mixed Residential Neighborhood are small pockets of previously undeveloped land adjacent to existing development. In these cases, the types of housing introduced should be compatible with the adjacent neighborhoods, and appropriate transitions should be provided between different housing types.



Land Use & Character Information (cont.)

Key Characteristics of a Mixed Residential Neighborhood

- Building types are primarily residential and may include single dwelling detached homes, single dwelling attached, multi-dwelling, and accessory uses.
- Lot width and depth is variable, with larger lots for single dwelling detached near the edges of the neighborhood and smaller lots for smaller single dwellings and attached dwellings near the center, creating a mix of densities throughout the neighborhood.
- New residential uses have off-street parking at the side or rear of the lot to enhance the streetscape and walkability. Parking areas on larger lots may be accessed from front-loaded driveways, while smaller lots may be served by rear alleys.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.
- Development should be sensitive to existing natural resources including large tree stands and drainage-ways. Mass grading and tree clearing should be avoided whenever possible; however, developments of this type may require significant grading, tree clearing, retaining walls or stormwater management features
- Very walkable, with sidewalks, bike facilities, paths and trails providing pedestrian connectivity.

Small Area Plan: N/A

Historic Structures: ☒ None

Future Land Use Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

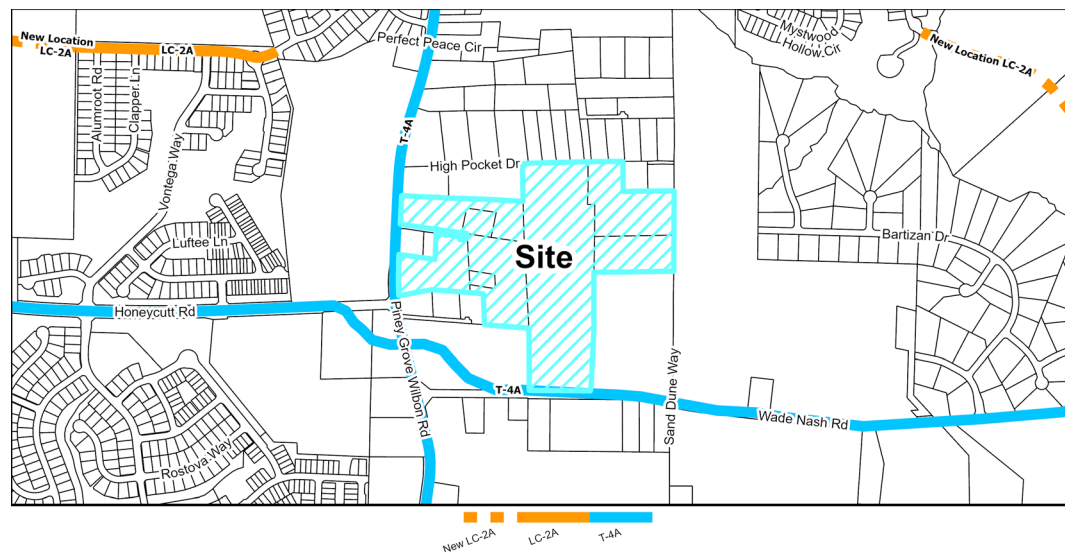
The proposed Conditional District Rezoning has consistent aspects with the Future Land Use Designation of Mixed Residential Neighborhood because it is providing a mix of housing types on a variety of lot sizes. Additionally, the development is sensitive to existing natural resources by preserving large tree stands and not impacting large wetland areas. Private Greenways and Sidewalks are being provided throughout the development, however, the requested reduction of the minimum lot size could impact the pedestrian streetscape.



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:

Per the UDO and CTP, the development is required to complete roadway improvements along the property frontages for both Piney Grove Wilbon Road and Wade Nash Road to meet ½ of the ultimate cross section. All internal streets will also be constructed in accordance with public residential street standards. There is a gap in the project's frontage along Piney Grove Wilbon Road and the road widening on this section is not proposed to be completed beyond the 10' sidepath.

New Location Roadways:

The CTP shows the realignment of the Honeycutt Road and Wade Nash Road from an offset "T" intersections with Piney Grove Wilbon Road to a continuous single intersection. The project shows a potential alignment for realignment that would bring a portion of it across their property but is not proposing to construct the road. The proposed Development Agreement includes land set aside for the future road to pass through their project, as well as provides a fee-in-lieu for the portion of that future roadway. Additionally, the project is proposing to signalize the existing Wade Nash Road and Piney Grove Wilbon Road intersection as a near-term improvement. This includes providing an all-new signal at the intersection of Piney Grove Wilbon and Wade Nash, retiming the existing signal at the intersection of Piney Grove Wilbon Road and Honeycutt Road, and constructing the turn lanes required by the Traffic Memorandum to support the proposed development.

Hotspot/Safety Study Location:

N/A

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 Study was completed with this project as required by the NCDOT and the Town. Based on its anticipated traffic generation, a Tier 3 Traffic Study: Traffic Impact Analysis (TIA) was required. The developer is required to design and construct all recommended improvements set forth by the TIA as part of this development.

Improvements identified in the Traffic Study are listed below.

Piney Grove-Wilbon Road at Ralph Stephens Road (signalized)

- Provide fee-in-lieu (FIL) commensurate with project impact toward constructing a 500' through/right-lane on northbound Piney Grove-Wilbon Road.

Piney Grove-Wilbon Road and Honeycutt Road (existing signalized)

- Upgrade traffic signal to provide pedestrian accommodations across the northern leg of Honeycutt Road.
- Provide a 250' second left-turn lane and one continuous right-turn lane on the existing eastbound Honeycutt Road approach.
- Provide two through lanes and one 400' left-turn lane on the northbound Piney Grove-Wilbon Approach.
- Provide two through lanes and one 300' right-turn lane on the southbound Piney Grove-Wilbon Approach.

Piney Grove-Wilbon Road and Wade Nash Road (existing unsignalized, future signalized)

- Install a new traffic signal at this location with fiber connection along Piney Grove-Wilbon Road between this intersection and the Honeycutt Road signal.
- Provide one continuous left-turn lane and one continuous right-turn lane on the existing westbound Wade Nash Road approach.
- Provide two through lanes and one 125' right-turn lane on the northbound Piney Grove-Wilbon Approach.
- Provide two through lanes and one 150' left-turn lane on the southbound Piney Grove-Wilbon Approach.

Piney Grove-Wilbon Road and Site Access #1 (future unsignalized, right-in/right-out/left-in)

- Provide a dedicated left-turn lane on southbound Piney Grove-Wilbon Road with 100 feet of storage and appropriate taper.
- Provide a dedicated right-turn lane on northbound Piney Grove-Wilbon Road with 50 feet of storage and appropriate taper.
- Construct Site Access #1 with one ingress lane and one egress (right-out only) lane.



Transportation Information (cont.)

Wade Nash Road and Site Access #2

- Provide a dedicated left-turn lane on eastbound Wade Nash Road with 100 feet of storage and appropriate taper.
- Construct Site Access #2 with one ingress lane and one egress lane.

Transportation Staff Analysis:

The requested Zoning Map Amendment is: ☐ Consistent ☒ Inconsistent

Although the developer has committed to making the required mitigation improvements recommended by the Traffic Study, the intersection realignment shown in the CTP, which would provide smoother east – west connectivity, will not be designed or constructed with this development. In lieu of this long-term improvement, the applicant has agreed to set aside land for the future realignment to pass through their project, provide a fee-in-lieu for the realigned roadway, and signalize the existing Wade Nash Road and Piney Grove Wilbon Road intersection as a near-term improvement to the current “Dual Offset T” intersections.

The fee-in-lieu proposed is for a reduced version of the cross-section called for in the CTP (a reduction from 4 lanes to 2 lanes) and is for the portion of the realignment that falls on the Symphonia property. Additionally, there is about a 200' gap in the frontage roadway widening improvements along Piney Grove Wilbon Road.

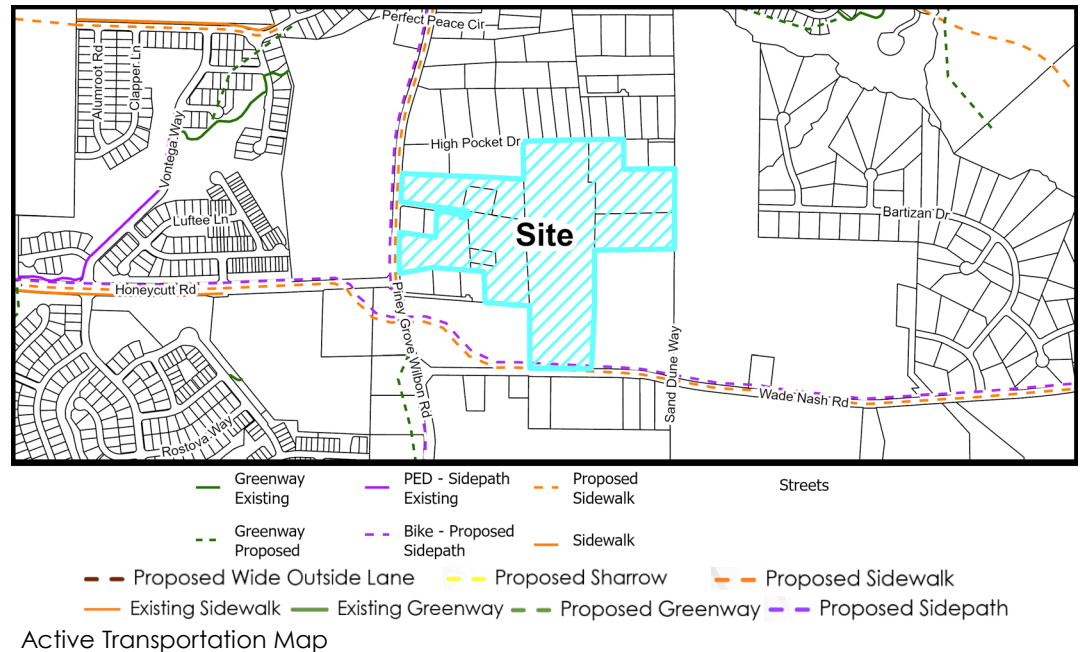
The project has provided the improvements outlined in the Traffic Study, the road widening along the project's property frontage and proposed through a development agreement terms that address additional transportation related commitments. The area is not consistent with the full scope for the long-term transportation improvements for the realigned road as shown in the CTP.



Parks, Recreation, & Greenways Information

Park Search Area

☐ Yes

☒ No


Required Active Transportation Improvements

☐ Greenway

☒ Sidepath

The Comprehensive Transportation Plan shows required 10' Sidepath along both the Piney-Grove Wilbon and Wade Nash Rd frontages.

Parks, Recreation, & Greenways Summary

The applicant has shown the required 10' sidepath on both roadway frontages, including bridging a gap in an off-site property along Piney Grove Wilbon Road. Additional pedestrian accommodations are being committed at the intersection to Piney Grove Wilbon Road and Honeycutt Road to support a bike-ped connection between this project and the adjacent Elementary School. The property is located outside all Park Search Areas and will be required to pay a fee-in-lieu of Parkland Dedication.

Parks, Recreation, & Greenways Staff Analysis:

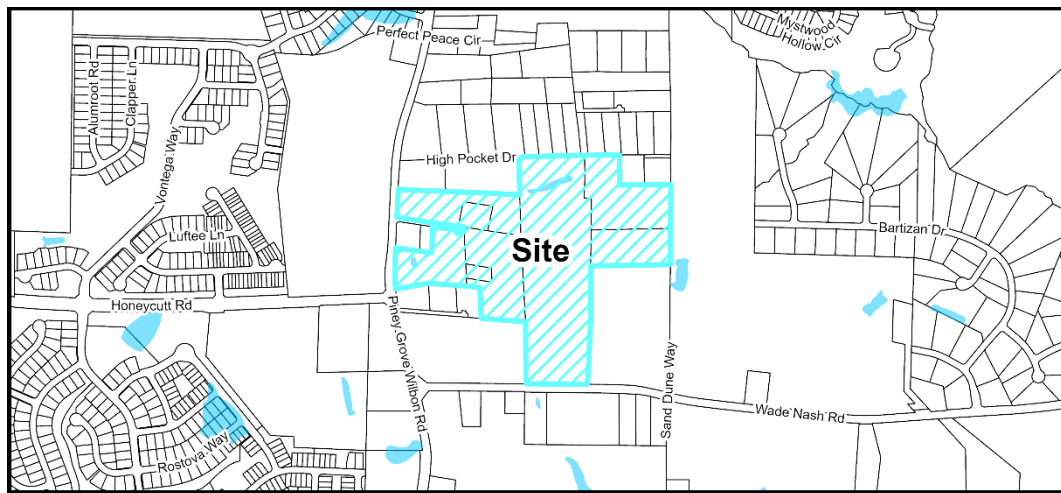
The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

As proposed, this project supports the vision of 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

WCPSS Coordination

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the attachments.

Schools at the following grade levels within the current assignment area for the proposed rezoning are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary ☐ Middle ☐ High School ☐ N/A: All grade levels are anticipated to have sufficient capacity

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

☐ School expansion or construction within the next five years is not anticipated to address concerns.

☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary ☐ Middle ☐ High School

☐ Not applicable – existing school capacity is anticipated to be sufficient.

Community Facilities Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

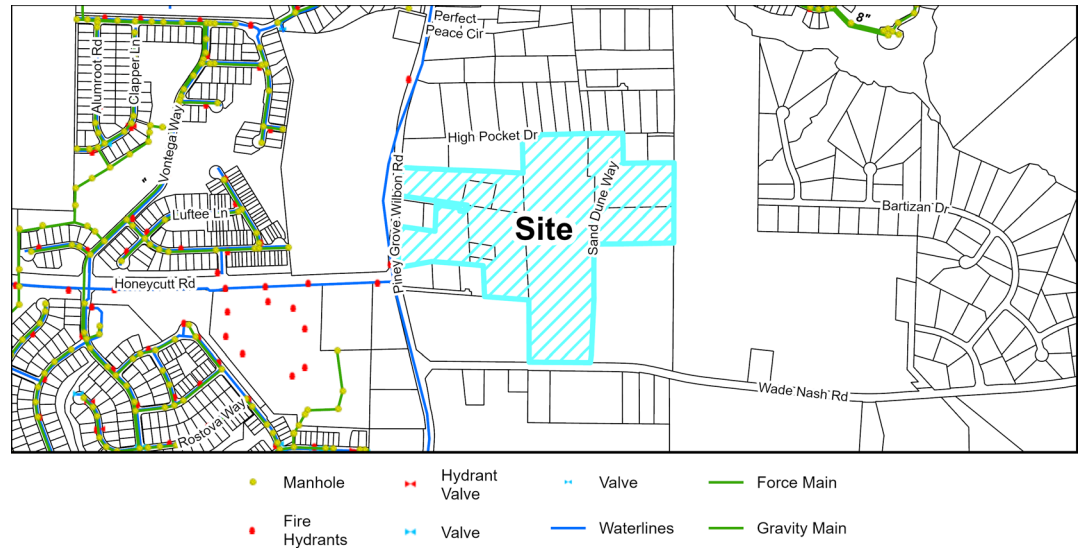
The subject property is outside of a search area for a public safety station as designated on the Community Facilities Map. As a project proposing residential units, the applicant is required to report the potential number of units to the Wake County Public School System for their facility planning.



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:

There is an existing 30" watermain located within Piney Grove Wilbon Rd, however, this is a trunk line for the Town and connection is not supported. The development is proposing the connection to and extension of a 12" parallel watermain from an existing stub to the north of the property within Piney Grove Wilbon up to and along the property's frontage on Piney Grove Wilbon Rd. The watermain extension will continue throughout the proposed development as well as continue along the property frontage of Wade Nash Rd as required by the UDO. Waterline stubs are also proposed to adjacent properties for future connection.

Sanitary Sewer:

Sewer service is proposed via extension of gravity sewer networks. The proposed sewer main will tie into the existing HS Basal Creek Pump Station and will require substantial off-site utility easements to make this connection. The development is also proposing stubs to adjacent upstream properties.

A sewer study was completed with this rezoning, and it was determined that the existing downstream infrastructure and the existing HS Basal Creek pump station has sufficient capacity to support the proposed development.

Reclaim:

This project is not located within 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 project was submitted prior to the effective date and is therefore not subject to the Water Resource Management Policy.

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

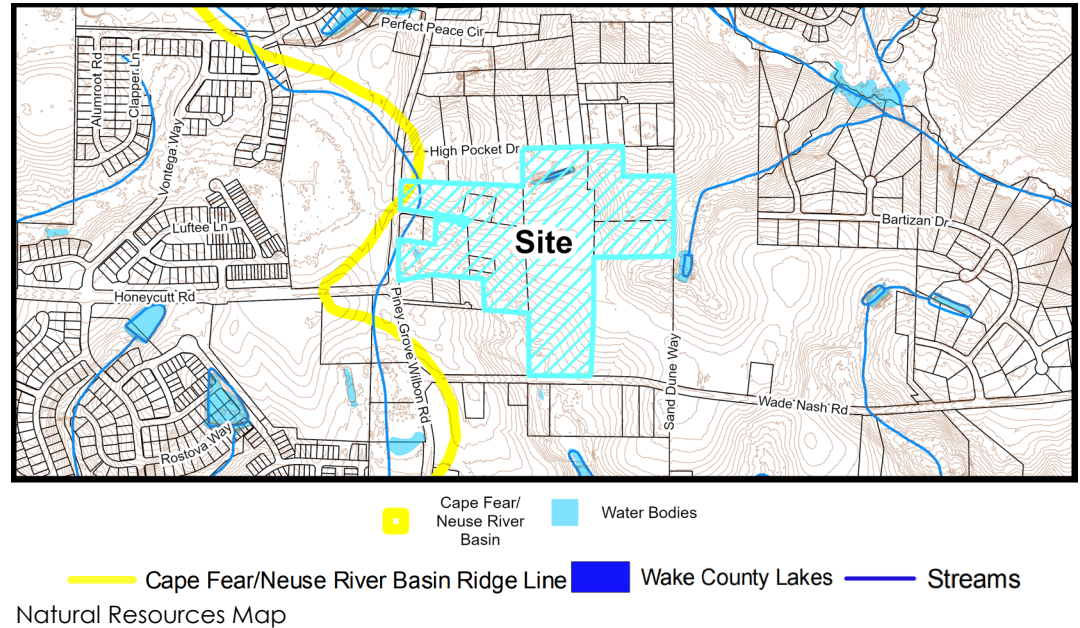
Total Required Open Space **30% or 14.63 ac.**

Tree Preservation Area 20% or 9.75 ac.

Active Recreation Area 5% or 2.44 ac.

Urban Civic Space N/A

Flexible Space 5% or 2.44 ac.



Natural Resources & Open Space Summary

Open Space:

The applicant has proposed 14.63 acres of Open Space. Tree preservation is proposed where there are large existing tree stands near wetland areas on the edges of the community. The Active Recreation areas may include pocket parks, swimming pool, tennis or pickleball courts, etc. The flex space will be split between the tree preservation areas and the active recreation areas.

Stormwater:

The project is located within the Neuse River Basin and is proposing to treat new impervious surfaces onsite with Stormwater Control Measures. There are several jurisdiction features located on and adjacent to the site such as wetlands, streams, and Riparian Buffers.

Natural Resources & Open Space Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The applicant has proposed various open spaces throughout the development and they are able to serve the entire neighborhood. The development includes a large active recreation area and large tree preservation areas, in addition to walking trails throughout.



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

Development Standards (UDO Section 2):

Development Density	UDO Standard	Proposed Standard
Maximum Gross Density (Units/Acre)	5 by-right 8 w/ CD	3.12

Attached Dwelling Allocation	UDO Standard	Proposed Standard
Maximum Gross Density (Units/Acre)	50% with CD	50%

Minimum Lot Area (sf)	UDO Standard	Proposed Standard
Detached Dwellings	5,000 None w/ CD, mix required	4,800 sf

Note: The minimum lot area for detached dwellings shall be 4,800 sf for lots with a 40' minimum lot width. Detached dwellings with a 50' minimum lot width exceed 5,000 sf.



Minimum Lot Width at the Setback Line (ft)	UDO Standard	Proposed Standard
Detached Dwellings	26 ft	40 ft
Attached Dwellings	18 ft	18 ft

Minimum Lot Frontage at the ROW for a Driveway (ft)	UDO Standard	Proposed Standard
Front Load Detached Dwellings	60 ft	40 ft
Note: Cul-de-sac lots can have driveways when the frontage at the right of way is less than 40ft.		

Building Placement	UDO Standard	Proposed Standard
Thoroughfare Setback (ft)	25 ft	30 ft

Primary Building Setbacks (ft)	UDO Standard	Proposed Standard
Front Setback – Front Loaded	20 ft maximum	20ft
Side – Interior Setback (Minimum) (N10) 40' Lot	5 ft	3 ft

Building Height	UDO Standard	Proposed Standard
Primary Structure(s) (maximum)	35 ft 50ft w/ CD	50 ft

Permitted Uses (UDO Section 3):

	UDO Standard	Proposed Standard
Residential Uses		
Attached Dwellings	Permitted	Permitted
Detached Dwellings	Permitted	Permitted
Recreational Uses		
Recreation facility, indoor	Permitted w/ additional standards	Permitted w/ additional standards
Recreation facility, outdoor (<50 acres)	Permitted w/ additional standards	Permitted w/ additional standards
Infrastructure Uses		
Infrastructure / Utilities (minor)	Permitted w/ additional standards	Permitted w/ additional standards
Solar Energy Systems – Small	Accessory	Accessory

**Open Space and Conservation (UDO Section 4):**

	UDO Standard	Proposed Standard
Tree Preservation Area	20% Required	20.9% - 10.2 Acres
Active Recreation Area	5% Required	5.7% - 2.79 Acres
Flexible Space	5% Required	8% - 3.94 Acres of Tree Preservation Area

Landscaping (UDO Section 5):

	UDO Standard	Proposed Standard
Thoroughfare Buffer	10 ft Type A	30 ft Type A

Parking (UDO Section 6):

Vehicle Parking Locations	UDO Standard	Proposed Standard
Detached Dwellings on lots less than 60 ft wide	Front Yard Restricted Not Permitted	Front Yard Restricted Permitted

Proposed Residential Design Standards in addition to the UDO:

Architectural Standards	Detached Units	Attached Units
Shutters or Window Trim Wrap (Front Façade Only)	Required	Required
Shutter or Window Trim Wrap (Side Façade with Public ROW Frontage)	Required	Required
At least one (1) window on Side Elevation	Required	Required
Wood / Fiber Cement Siding	Permitted	Permitted
Brick, Cultured or Natural Stone	Permitted	Permitted
Vinyl Siding – Trim Elements Only (limited to 20% of total façade area)	Permitted	Permitted
On Attached Units the roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at minimum, every other unit	N/A	Required
Attached Unit side elevations shall have trim around the windows	N/A	Required

**Additional Standards**

- a. All residential units shall follow the Holly Springs UDO Design Standards (per the Town of Holly Springs Unified Development Ordinance dated July 19, 2022). The residential units shall include the additional architectural standards as listed in the Table.
- b. All garages shall be wired with 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
- c. Accessory Dwelling Units are permitted within the project on single-family detached lots and shall meet the requirements of the UDO.
- d. Of the total 140 lots, there shall be a minimum of twenty (20) 40 ft. wide detached dwelling lots which may be alley-loaded or front-loaded. The remaining detached dwelling lots shall be 50ft wide and may be alley-loaded or front-loaded.
- e. Of the permitted detached dwelling lots, a maximum of twenty (20) shall have a minimum lot size of 4,800 square feet. The remaining permitted detached dwelling lots shall have a minimum lot size of 5,800 square feet.

Conditional Zoning District Standards Staff Analysis

The requested Zoning Map Amendment is: ☐ Consistent ☒ Inconsistent

The proposed Conditional Zoning District standards do help achieve the land use goals that would be desirable for a development within the Future Land Use Designation of Mixed Residential Neighborhood. The project provides a mix of attached and detached residential dwelling units and various lot sizes to promote housing choices in the community. However, in order to achieve greater lot size variety, the proposal allows for a reduction of lot widths below 60ft without rear access and allowing parking in the front yard. Front lot width below 60ft can create issues for pedestrian safety due to the closely located driveways as well as limit the placement of street trees that are important to neighborhood character. Additionally, the homes are intended to be closely located to the street with parking on the side or the rear of the home, however, with the modification to the UDO, this will likely not be achieved.



Decision-Making Information

Zoning Map Amendment (Rezoning) Staff Analysis

The applicant must demonstrate that the proposed Zoning Map Amendment 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 |
| ☐ Reasonable and in the Public Interest | ☒ Not Reasonable and in the Public Interest |

The proposed Conditional District Rezoning is achieving some of the goals that would be desirable for a development within the Future Land Use Designation of Mixed Residential Neighborhood. The proposed NR-CD Neighborhood Residential Conditional District allows for the development of attached and detached dwellings on a variety of lot sizes to promote housing choices in the community. The development also furthers the goals within the Comprehensive Plan by being sensitive to existing natural resources including large tree stands and drainage-ways.

The Conditional Zoning District modifications that are inconsistent with the goals of the comprehensive plan include the reduction of lot widths, allowing parking in the front yard, and the increased front setback minimum. While lots should vary in width and sizes, the reduction of a front lot width below the UDO requirement can create issues for pedestrian safety due to the closely located driveways as well as does not set up street trees for success due to the amount of pavement closely located. This can impact community character.

The project has provided the improvements outlined in the Traffic Study, the road widening along the project's property frontage and proposed through a development agreement terms that address additional transportation related commitments. The fee-in-lieu proposed is for a reduced version of the cross-section called for in the CTP (a reduction from 4 lanes to 2 lanes) and is for the portion of the realignment that falls on the Symphonia property. Additionally, there is about a 200' gap in the frontage roadway widening improvements along Piney Grove Wilbon Road.

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: 8/22/2022

Summary of Issues:

- Concerns with how the development would impact the remaining portion of High Pocket Way, with specific concerns on the connectivity and the potential flooding on this road that could be intensified by the new development.
- Concerns regarding the realignment of Honeycutt Rd. and Wade Nash Rd. and how it could impact the adjacent properties.
- Concerns regarding the buffers that are surrounding the development and neighbors wanting them to be greater to minimize impacts to their properties.

Planning Board Action

Planning Board Meeting Date: 7/25/2023

A summary of the Planning Board discussion, the adopted Plan Consistency Statement, and final recommendation can be found in the Planning Board Action Report attached with the agenda item.

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.

Zoning Map Amendment Plan Consistency Statement, Statement of Reasonableness, & Zoning Map Amendment Decision

Per NCGS 160D-605. When adopting or rejecting any Zoning Map Amendment, the Town Council must approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. In addition, a statement analyzing the reasonableness of the proposed Zoning Map Amendment shall be approved by the Town Council. This statement of reasonableness may consider, among other factors:

- The size, physical conditions, and other attributes of the area proposed to be rezoned
- The benefits and detriments to the landowners, the neighbors, and the surrounding community



- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- Why the action taken is in the public interest
- Any changed conditions warranting the amendment.

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

Consider Ordinance RZ #24-08 to adopt the Plan Consistency Statement, Statement of Reasonableness, and take action on the rezoning.



Per NCGS §160D-604(b), all proposed amendments to the Unified Development Ordinance (UDO) or Zoning Map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

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:

- The realignment of Honeycutt Rd. and Wade Nash Rd.
- How the developer is going to be handling the realignment and the solutions that they have proposed outside of the realignment.
- Discussion on if the dual signalization will still be the correct solution in the future, both short term and long term.
- Discussion on other properties along Honey Bee Land and if they are going to be included or purchased at some point by this developer.

Zoning Map Amendment Plan Consistency Statement

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

The Planning Board adopted the following Plan Consistency Statement (6-1) [2 absent]

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

Those voting against the motion:

- Mr. Crandall – Due to inadequate information



Zoning Map Amendment Petition Motion

The Planning Board recommends the Town Council deny Zoning Map Amendment 22-REZ-10 to change the zoning of 48.75 acres of Wake County PINs #0648715314, 0648717244, 0648704818, 0648708966, 0648707749, 0648803844, 0648819331, 0648809928 from RR: Rural Residential to NR-CD: Neighborhood Residential Conditional District as submitted by Marina Holly Springs, LLC.

The Planning Board voted in favor of the recommendation (5 - 2) [2 absent]

Those voting against the motion:

- Mr. Bess – The applicant made concessions to work with the Town.
- Mr. Prizer – The applicant should not be penalized for a Town issue.



Ordinance No. RZ24-08

Date Submitted: October 15, 2024

Date Adopted: October 15, 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 48.75 acres of Wake County PINs #0648715314, 0648717244, 0648704818, 0648708966, 0648707749, 0648803844, 0648819331, & 0648809928 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Mixed Residential Neighborhood; and

WHEREAS, the requested zoning district proposes land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on July 25, 2023 and recommended denial by a vote of 5-2; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on October 15, 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 finds amending the Official Zoning Map is inconsistent with Vision Holly Springs: Town of Holly Springs Comprehensive Plan since the proposed Zoning Map Amendment from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District proposes modified zoning district standards including a reduction in lot widths, allowing for parking in the front yard, and increased front setbacks that are inconsistent with the character area description and

WHEREAS, the Town of Holly Springs Town Council finds the proposed amendment to the Official Zoning Map is not reasonable and in the public interest by failing to meet Town goals set forth in

the Comprehensive Plan because the required Comprehensive Transportation Plan Road is not being constructed; and

NOW THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, having found the proposed Zoning Map Amendment to be inconsistent with the Comprehensive Plan nor reasonable nor in the public interest, that the following zoning request: 22-REZ-10 to change the zoning of PINs #0648715314, 0648717244, 0648704818, 0648708966, 0648707749, 0648803844, 0648819331, 0648809928 from RR Rural Residential to Neighborhood Residential Conditional Zoning District, is denied.

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.

EFFECTIVE DATE

The provisions of this ordinance shall become effective October 15, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of October, 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





WAKE COUNTY PUBLIC SCHOOL SYSTEM

Office of Student Assignment

5625 Dillard Dr.
Cary, NC 27518
studentassignment@wcpss.net

tel: (919) 431-7333
fax: (919) 694-7753

July 29, 2024

Chris Hills, AICP
Director, Development Services
Town of Holly Springs
Chris.hills@hollyspringsnc.gov

Dear Chris,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Holly Springs planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: 08/26/2022
- Name of development: Symphonia
- Address of rezoning: 5513 Honey Bee Lane
- PINs: 0648715314; 0648717244; 0648704818; 0648708966; 0648707749; 0648803844; 0648819331; & 0648809928
- Total number of proposed residential units: 140 Dwelling Units
- Type(s) of residential units proposed: Detached and Attached Dwelling Units (exact number of each undetermined; maximum 70 attached dwelling units)

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

- ☐ Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.
- ☒ Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

☒ Elementary

☐ Middle

☐ High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

- ☐ Not applicable – existing school capacity is anticipated to be sufficient.
- ☐ School expansion or construction within the next five years is not anticipated to address concerns.
- ☒ School expansion or construction within the next five years may address concerns at these grade levels:

☒ Elementary

☐ Middle

☐ High

Thank you for sharing this information with the Town of Holly Springs Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA
Senior Director

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found online 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: Symphonia Rezoning

Project Location: Located on the east side of Piney Grove Wilbon Road east of its intersection with Honeycutt Road
Use street address. If none, use the closest intersection

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

PIN: See Attachment A

Real Estate ID: See Attachment A

Project Acreage: (Rounded to nearest tenth) 48.8 Partial Parcel: ☒ No ☐ Yes

Sketch Plan Review (Pre-Submittal) Meeting Date: August 4, 2022

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

Petition Request

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

Current Future Land Use Designation: Mixed Residential Neighborhood

Proposed Future Land Use Designation: No Change

Area Plan Designation (if applicable): N/A

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☒ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other _____

Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No If yes, please complete the Affidavit of Property

Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner Notification Affidavit and attach.

Name Monty Steckler Company Marina Holly Springs, LLC

Mailing Address 11010 Lake Grove Blvd.

City Morrisville State NC Zip 27560-7391

Telephone # (919) 773-2914 E-Mail monty@thesnrgroup.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 William T. Honeycutt Company WTH Limited Partnership

Mailing Address 5617 Wade Nash Road

City Holly Springs State NC Zip 27540-9091

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

Owner's Authorization

Owner's Signature(s)

PIN/REID

Date

William T. Honeycutt 0648803844/0032888

8-26-2022

A. Michael Edwards 0648715314/0005492, 0648819331/0005471,

8/26/2022

As Authorized representative 0648809928/0005470, 0648704818/0005481,

0648707749/0042983, 0648708966/0005453,
0648717244/0005457

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: Symphonia Rezoning

Proposed Zoning District: Neighborhood Residential Conditional District (NR)

Proposed Land Use/Density: Residential/3.12 units per acre

Future Land Use Plan Map Designation: Mixed Residential Neighborhood

Future Land Use Plan Designation Land Use/Density: Residential/3.12 units per acre

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

Complete answers to Petitioner's Response can be found in the sheets immediately following this page. Thank you.

Section 1: Future Land Use & Community Character

Section 2: Transportation / Comprehensive Transportation Plan

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

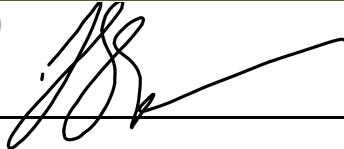
Section 4: Community Facilities

Section 5: Infrastructure and Utilities

Section 8: Natural Resources

Plan Consistency Response Prepared by:

Preparer's Signature(s)

A handwritten signature in black ink, appearing to be 'J. B.', written over a horizontal line.

Date February 17, 2023

Petitioner's Response

Executive Summary

The Rezoning request to Neighborhood Residential-Conditional District (NR-CD) is for approximately 48.03 acres in the northeast intersection of Wade Nash Road Road and Piney Grove Wilbon Road general area. The property is comprised of several parcels (PINs: 0648-71-5314, 0648-71-7244, 0648-70-4818, 0648-70-8966, 0648-70-7749, 0648-80-3844, 0648-81-9331, 0648-80-9928.)

The Future Land Use Map (the "FLUM") designates the project site as Mixed Residential Neighborhood. The Land Use & Character portion of the Comprehensive Plan defines a Mixed Residential Neighborhood as follows: "includes several housing types – single dwelling detached and single dwelling attached – that provides 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".

The proposed Rezoning, Neighborhood Residential-Conditional District (NR-CD) is consistent with the Mixed Residential Neighborhood FLUM designation. The proposed rezone to Neighborhood Residential-Conditional District (NR-CD) enables a neighborhood project that will feature a creative integration of housing types with existing natural features. The Symphonia neighborhood will provide the following:

- Development of detached and attached dwellings that will provide a range of home choices in the same neighborhood.
- The neighborhood layout has been designed to preserve the site's natural features by protecting the wetlands and mature trees with the residential developed areas mainly located within the open field areas.
- Passive and active open space areas linked with unpaved walking trails will incorporate the natural and man-made features of the site.
- Consistency with the Mixed Residential Neighborhood designation in that the project includes several housing types/densities and a well-connected cohesive neighborhood with greenways and open space.

This rezoning request creates a neighborhood that accounts for tree preservation and other natural resource areas present on the site while creating a community that will provide much needed housing variety, active recreation amenities and walking trails. Rezoning of this property to Neighborhood Residential Conditional District, will allow up to 8 dwelling units per acre; however, the proposed development will consist of 150 homes both townhomes and

single family homes, that will provide a mixture of townhome and single family homes with an overall density of 3.12 units per acre.

Section 1: Future Land Use and Community Character

The project site Future Land Use designation is Mixed Residential Neighborhood. The proposed requested Neighborhood Residential-CD zoning is an appropriate zoning within a Mixed Residential Neighborhood designation. Currently, the surrounding properties are zoned residential districts (Rural Residential and Neighborhood Residential). The character of the surrounding area is residential neighborhoods, residential agriculture, and an elementary school to the west of the project site. The proposed project includes detached and attached residential dwellings that are located around the site's natural features, protecting the wetlands and mature existing trees. The rezoning of the project site to NR-CD district is consistent with the Town of Holly Spring's Future Land Use Plan and is in harmony with the current character of the surrounding community. The proposed project includes conditions to ensure the development will provide a range of home choices in the same neighborhood, protection of natural features, and neighborhood connectivity.

Section 2: Transportation /Comprehensive Transportation Plan

The subject site is located in the northeast intersection of Wade Nash Road Road and Piney Grove Wilbon Road general area. The applicant has provided a traffic study, prepared by Kimley-Horn Associates, that is consistent with the Town Comprehensive Transportation Plan as it relates to frontage improvements and NCDOT requirements. The Town has identified that the nearby intersection of Piney Grove Wilbon Rd and Honeycutt Rd and Piney Grove Wilbon Rd and Wade Nash Road to be realigned in the future with the development of adjoining properties that have direct frontage to the realignment. While this project contributes minimal impacts to both intersections, the existing traffic concerns have been made known and the developer is proposing a solution to alleviate these concerns as described below and according to the Town will need to amend the current Comprehensive Transportation Plan to be consistent with the solution as proposed in the TIA. This amendment will be reviewed concurrently with this rezoning. The project proposes a multimodal transportation network that includes connectivity to the area and pedestrian and bicycle network.

The Town and NCDOT have both reviewed the TIA. The Town's Comprehensive Transportation Plan (CTP) shows improvements to the intersection realignment of Piney Grove Wilbon Road and Honeycutt Rd with Wade Nash Road that is not within the project's direct frontage; however, the intersections were identified as part of a "hot spot study" that was included in the Southwest Area Study by the Town. Multiple options were proposed in the study such as re-alignment, roundabouts, and leaving them as is with a dual signalization option. Given the complexity of re-alignment of the intersections with adjoining property owners and working with the developer of the Piney Grove Site (Shenandoah), the TIA was revised to reflect a dual signalization of the intersections of Piney Grove Wilbon with Honeycutt Rd and Wade Nash

Rd. The dual signalization would involve a fiber connection between the intersections to function properly to mitigate existing traffic concerns and the minimal impacts contributed by this project. Overall the Symphonia project's site traffic contributes to 1-2% impact to the major intersections of Piney Grove Wilbon Rd with Wade Nash Rd and Honeycutt Rd.

Other road improvements include widening to the half section of the roadway widths as identified on the Town's adopted CTP, limiting one of the Site access points on Piney Grove Wilbon to a right in/right-out with left-in and appropriate turn lanes. In addition, sidewalks/sidepaths are proposed along the project frontage and along with the Piney Grove Wilbon (Shenandoah) project will provide a safe walking route to Buckhorn Elementary School.

The internal public streets will be laid out in a grid network as much as possible as the open space/wetlands, and existing adjacent development guide a grid network layout. The streets will provide future connections to the adjacent neighborhood to the north when appropriate right-of-way is obtained from the private driveway owners and future development to the east.

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

The proposed project, per the Town of Holly Spring's Green Way Plan, shall provide a 10' side path on the subject site along Piney Grove Wilbon Road and Wade Nash Road. The project will also provide a sidewalk system on both sides of the interior streets. In addition, passive and active open space are linked with unpaved trails which will incorporate the natural features of the site. An active recreation site is located within the project at the Wade Nash Road entrance. The project includes tree preservation, active recreation, and flexible open space as follows:

Type	Required	Symphonia Plan
Tree Preservation Area	20%	20.9% (10.2 acres)
Active Recreation Area	5%	5.7% (2.79 acres)
Flexible Space	5%	6 % (2.94 acres)

Section 4: Community Facilities

The subject project is located in an area that is residential and agriculture with an elementary school located to the west of the project site. The project includes a 2.79 acre active recreation site for future residents. While the project will generate additional demands for Town services/facilities, there will be contributions to fund needed public infrastructure and the broader community in the form of property taxes to pay share costs for ongoing operations, maintenance, and Town services. In addition, the project will include the payment of development fees for park and recreation and extension of infrastructure.

Section 5: Infrastructure and Utilities

The Town participates in the Regional Water Supply from Jordan Lake and is directly interconnected with water sources in Raleigh, Harnett county, Cary, Fuquay-Varina, and Apex. In addition, water supplied by Harnett county is obtained by the Cape Fear River and provides an abundant water source. The Town owns and operates its own wastewater treatment plant. The Town-owned and operated WRF facility presently has a total treatment capacity of 6.0 MGD, and in 2018 treated approximately 2.8 MGD. The Town has a permit to expand the treatment up to 8.0 MGD. There are no current water or sewer capacity issues to serve the proposed rezoning request and the proposed development will be able to meet the needs of residents while protecting the natural resources found on the site such as tree and wetlands preservation. The project will utilize the existing water and sewer lines within Piney Grove Wilbon Road and Wade Nash Road. In addition, the proposed project will connect an 8 inch gravity sewer line to the existing Basal Creek pump station. The applicant is not aware of any issues with respect to the proposed development's anticipated demands upon electric and telecommunications infrastructure.

Section 6: Natural Resources

The proposed development includes tree preservation consistent with the Town's tree protection ordinance. In addition, there will be preservation of wetland areas and perimeter buffers that will allow residents the ability to enjoy the natural environment throughout the neighborhood. Development will be sensitive to the existing natural resources and will incorporate sustainable stormwater practices.

Design Goals

The Symphonia project will incorporate and/or achieve the following design goals as described in UDO Section 2.4.3.A 1.

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural features.

The property includes areas of open fields with wetlands surrounded by mature pine and deciduous trees. The site topography is primarily flat with gentle slopes towards the wetland areas. The project layout has been designed to preserve the site's natural features by protecting the wetlands and the surrounding mature trees with the residential developed areas mainly located within the open field areas. Passive and active open space areas linked with unpaved walking trails that will incorporate the natural and man-made features of the site including the stormwater management area, and woodland areas.

2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns.

The property is relatively level with broad views of existing mature tree areas. The project includes 17.4 acres or 36 percent open space (required buffers, existing mature trees, and wetlands). The site is located within the Comprehensive Plan Mixed Residential Neighborhood designation as the area is currently developing with residential subdivisions and includes an elementary school to the southwest and therefore, the project is compatible with the surrounding area. The project is consistent with the Mixed Residential Neighborhood in that the project includes several housing types, densities, well-connected cohesive neighborhood, with greenways and open space. The Town of Holly Springs has developed from a small core, rural town center with residential neighborhood extensions. The proposed project is a continuation of the urban growth seen in the community over the last 20 years.

3. Development of pedestrian-oriented communities; development of traditional style neighborhoods.

The project will include greenways and sidewalks throughout the neighborhood to promote pedestrian connectivity. Greenways are provided within and around the open space areas with connections to the neighborhood sidewalks. The project Plan includes a grid street network with smaller lots served by rear alleys for the townhouse product (townhomes will have rear alley intended for rear garage parking). There will be no driveway cuts along the street fronting the townhomes which will allow guest parking. The single family detached lots will be front loaded and have a 20 foot setback for the garage. The living space maximum setback is set at 20 feet which is the same as the front loaded garage setback which allows the living space to be at the same plane or forward of the garage area.

4. Development of communities that are visually and functionally connected to one another.

The project offers two housing types that include several natural open space buffers with greenways and sidewalks throughout that function to connect the housing types to one another. Project development and use intensities is compatible with the existing land uses in the area. Furthermore, four connection points to surrounding properties and roadways have been provided from the proposed development. Currently, Sand Dune Way and High Pocket Drive are private driveways or un-improved roads and can become not drive-able during rainstorms. The proposed project includes a higher amount of connectivity with additional internal paved roads and stub streets that will connect to the north and east for future connection once the private driveways and roads are able to be converted to public streets by the owners of said driveways and roads.

5. Protection of significant watershed areas in order to preserve water quality.

The property is not located in a critical or water supply watershed.

6. Creativity and imagination in the process of development.

The project will feature a creative and thoughtful integration of the housing types. By protecting the existing sensitive environment features the project residential development areas are in the appropriate location.

7. Unique architecture or sustainable design.

All buildings will be subject to the Design Standards outlined in Section 8 of the Unified Development Ordinance and as stated in 3.2 (Design Standards) of the PUD Design Manual.

8. Efficient, aesthetic, and desirable use of open space.

The project will include open space and recreation areas as shown in the Concept Plan. Open spaces and the recreational area will be linked by sidewalks and greenways where practical.

9. Variety in housing types and physical development patterns.

The proposed zoning offers the potential for townhomes and single-family homes of various sizes and price points. As stated earlier, the greenways and sidewalks will connect the different housing types within the project. The townhomes, smaller lots, are proposed on the western portion of the project (along Piney Grove Wilbon Road). Single family lots, larger lots, will be located on the interior and eastern portion of the project (along Wade Nash Road). The townhomes will be alley loaded and the single family homes will front loaded.

10. Special considerations for property with a unique history or outstanding physical features.

The property historically has been used as agricultural land. According to the North Carolina State Historic Preservation Office GIS map, there are no historical structures located on the project site. As stated earlier, the project site includes wetland areas and mature trees that will be preserved.

NEIGHBORHOOD MEETING REPORT



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

☐ Neighborhood Meeting Date: August 22, 2022
Time: 5:30pm - 6:30pm
Location: via Zoom

For DS Use only

Project # _____

Date Received: _____

Notification of Owners:

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

☐ Complete ☐ Incomplete

☐ Date of Notification Mailing: August 12, 2022

Conduct of Meetings:

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

Summary of Issues:

See attached.

Attach Additional Sheets as needed

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

Attach Additional Sheets as needed

Additional attachments required for the report:

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

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

August 26, 2022

To: Neighboring Property Owner

From: Jason Barron

Date: August 12, 2022

Re: Notice of neighborhood meeting to discuss potential rezoning of certain property located in Holly Springs, NC along the east side of Piney Grove Wilbon Road east of its intersection with Honeycutt Road. Relevant parcel information and Wake County Parcel Identification Numbers (PINs) can be found in Attachment A of this notice (the “Property”) and the Property is depicted on the attached Context Map.

We are counsel for The SNR Group which is considering rezoning the above-captioned Property to permit the development of a residential community containing up to 150 homes within the Town of Holly Springs (the “Town”). The development intent is to provide a mixture of townhomes and single family detached homes, with no more than half of the units being townhomes.

The Conditional District Master Plan enclosed herewith provides the overall structure of the development. Access to the Property will be provided off of Honeycutt Road and Wade Nash Road, with anticipated Town required street stubs (not physical connections) provided to High Pocket Drive and Honey Bee Lane. With respect to the street stubs to High Pocket and Honey Bee, there will be no connection to these existing private drives. If future redevelopment occurs of property adjacent to these stubs, then street extensions will occur at that time.

Currently, the Property is zoned Rural Residential (RR). We are contemplating rezoning the Property to Neighborhood Residential Conditional District (NR). Because a rezoning is required to facilitate this change, this notice is being provided consistent with Town requirements to all owners of properties within 500 ft of the Property.

The purpose of the neighborhood meeting is to introduce the development concept to the community and receive feedback prior to the rezoning being filed. We will hold a virtual neighborhood meeting on **Monday, August 22, 2022, 5:30 p.m. – 6:30 p.m.** via Zoom, with instructions for registering for and joining the meeting enclosed herein.

Please do not hesitate to contact me directly should you have any questions or wish to discuss any issues. I can be reached at 919-590-0371 or jbarron@morningstarlawgroup.com. Also, for more information about rezoning, you may want to visit hollyspringsnc.gov or contact the Town of Holly Springs Development Services Department at (919) 557-3908.

How to Participate in the August 22, 2022 Neighborhood Meeting

- To participate by PC, Mac, iPad, iPhone or Android device,
Go to <https://morningstarlaw.group/08222022mtg> to register for the meeting.

(Registration is necessary as we are required by the Town of Holly Springs to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Dial one of the following numbers:
 - +1 309 205 3325
 - +1 312 626 6799
 - +1 646 931 3860
 - +1 929 436 2866
 - +1 301 715 8592
 - +1 564 217 2000
 - +1 669 444 9171
 - +1 669 900 6833
 - +1 719 359 4580
 - +1 253 215 8782
 - +1 346 248 7799
 - +1 386 347 5053
- Webinar ID: 850 2544 2849
- Passcode: 277104
- For attendance purposes as required by the Town of Holly Springs, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0371.

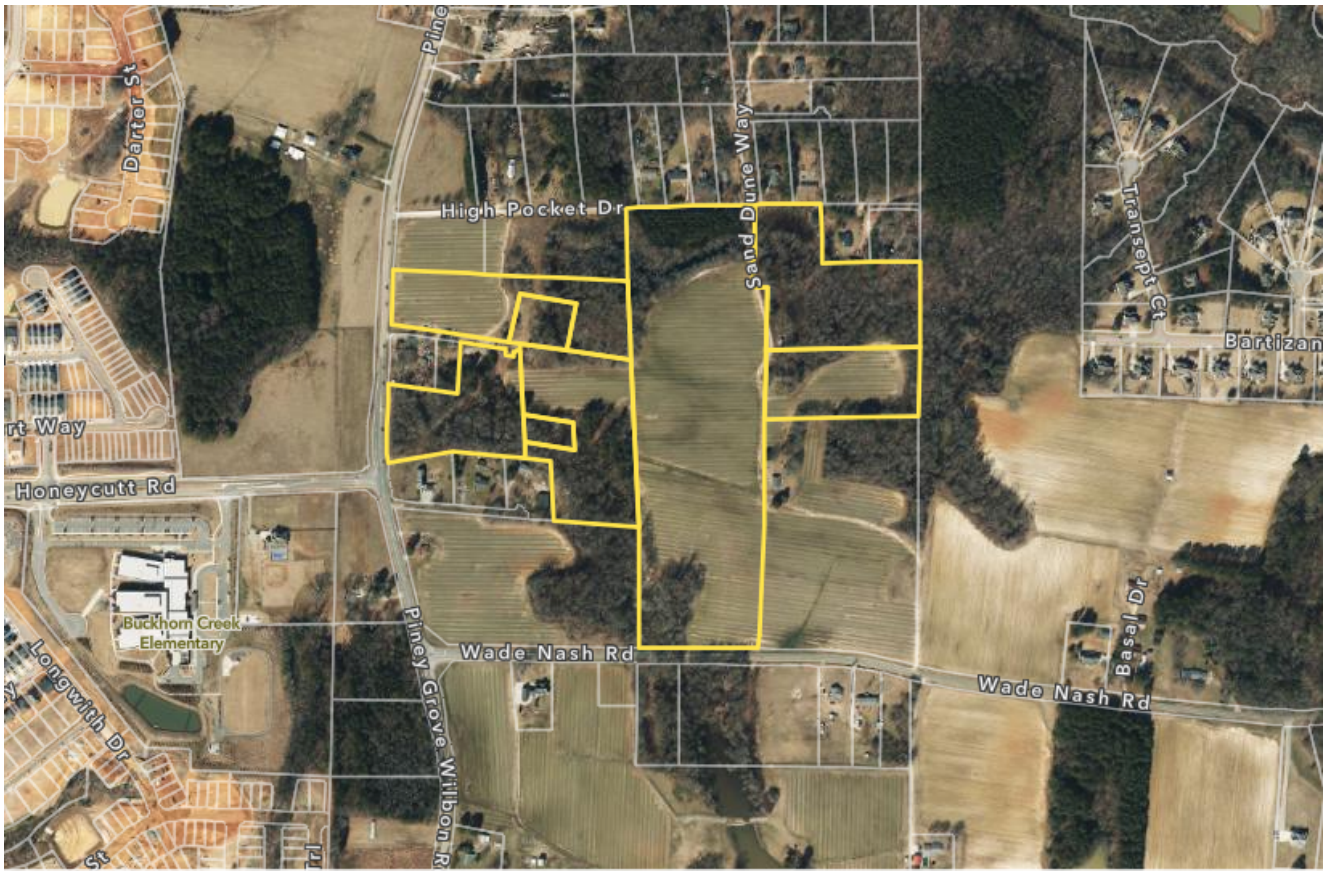
During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

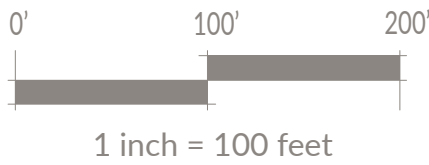
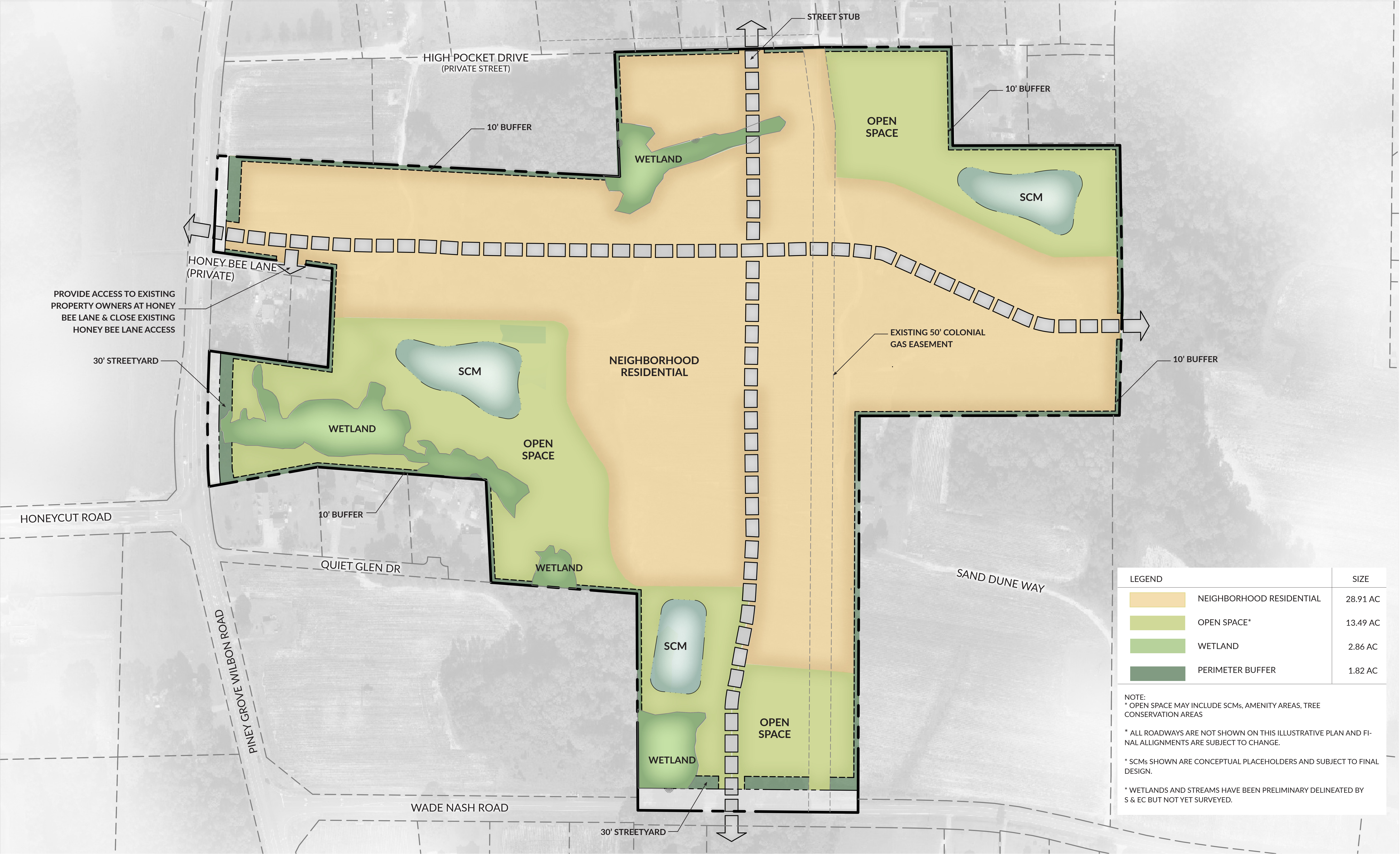
- If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or Chat features. If you use Raise Hand, a panelist will either unmute you to allow you to speak or will chat with you to solicit your questions/comments.
- If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.

MAILING LIST

OWNER	ADDR1	ADDR2	ADDR3
NORRIS, DANNY CARLTON NORRIS, EMMA JEAN	5512 QUIET GLEN DR	HOLLY SPRINGS NC 27540-9569	
ENTERPRISE HOLDINGS, LLC	109 OXYARD WAY	CARY NC 27519-7327	
NORRIS, YVONNE B NORRIS, VINCENT EDWARD	1125 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
RAY, STEPHANIE V RAY, OWEN J	790 CONCOURSE VLG W APT 17G	BRONX NY 10451-3854	
SMITH, CHARLES E SMITH, FELECIA J	5508 QUIET GLEN DR	HOLLY SPRINGS NC 27540-9569	
WTH LIMITED PARTNERSHIP	WILLIAM T HONEYCUTT	5617 WADE NASH RD	HOLLY SPRINGS NC 27540-9091
MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD	MORRISVILLE NC 27560-7391	
HENSHAW, BRYAN KEITH HENSHAW, PAMELA B	5605 HONEYCUTT RD	HOLLY SPRINGS NC 27540-9519	
JOHNSON, MARVIN JOHNSON, LENORA HEIRS	5504 GARAGE LN	HOLLY SPRINGS NC 27540-8185	
HOLLAND, NANCY G	1100 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8106	
TRUMP ENGELWOOD PROPERTIES LLC	6305 PEOPLE RD	HOLLY SPRINGS NC 27540-8815	
NORRIS, YVONNE BECKWITH NORRIS, RANDOLPH	1125 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
KING, SANDRA K RAY, STEPHANIE	1101 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
WOODSON, NATALIE TRUSTEE TRUSTEE OF NATALIE WOODSON REVOCABLE TRUST	802 AMER DR	FT WASHINGTON MD 20744-5942	
LOPEZ, J NICHOLAS	5533 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8145	
WIGGINS, LUCILLE H JONES, ROSA B	8429 TRACEWAY DR	ZEBULON NC 27597-9121	
WAKE ACQUISITIONS LLC	1143 EXECUTIVE CIR STE D	CARY NC 27511-4571	
WOMBLE, NANCY H	PO BOX 365	HOLLY SPRINGS NC 27540-0365	
AV PROPERTY INVESTMENT LLC	505 WAKE CHAPEL RD	FUQUAY VARINA NC 27526-1958	
HONEYCUTT, W T	5617 WADE NASH RD	HOLLY SPRINGS NC 27540-9091	
JUDD, CHRISTINE JONES	5509 GARAGE LN	HOLLY SPRINGS NC 27540-8186	
W TIMOTHY HONEYCUTT RVCBLE TRUST HONEYCUTT, W TIMOTHY TRUSTEE	5617 WADE NASH RD	HOLLY SPRINGS NC 27540-9091	
HONEYCUTT, W T	5617 WADE NASH RD	HOLLY SPRINGS NC 27540-9091	
BURDINE, JEFFREY D	5025 HILL TOP NEEDMORE RD	FUQUAY VARINA NC 27526-9268	
FREDERICK, PAMELA M FREDERICK, ANDREW S	5569 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8145	
COFIELD, VERDINA COFIELD, GWENDOLYN	108 E 8TH ST	LAKEWOOD NJ 08701-2019	
JOHNSON, LOUDIA REYNOLD	C/O SUSAN JOHNSON	817 S MARIA CT	BLOOMINGTON IN 47401-8651
CHAVIS, LOUISE B CHAVIS, SYLVESTER	PO BOX 414	HOLLY SPRINGS NC 27540-0414	
NORRIS, HAROLD E NORRIS, PHYLLIS M	316 BROOKS ST	HOLLY SPRINGS NC 27540-9051	
CHAVIS, LOUISE B	PO BOX 414	HOLLY SPRINGS NC 27540-0414	
BROWN, PATRICIA COFIELD, GWENDOLYN	227 W HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-7042	
STEWART, RICKY	PO BOX 144	HOLLY SPRINGS NC 27540-0144	
HOOD, SHERAL ONEAL	5509 WADE NASH RD	HOLLY SPRINGS NC 27540-7890	
WIGGINS, LUCILLE H JONES, ROSA B	8429 TRACEWAY DR	ZEBULON NC 27597-9121	
WAKE ACQUISITIONS LLC	1143 EXECUTIVE CIR STE D	CARY NC 27511-4571	
QU, HONGGUO	106 IVYSHAW RD	CARY NC 27519-1501	
WOODARD, SHIRLEY B	5560 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8145	
BROWN, PATIRICIA	227 W HOLLY SPRINGS RD	HOLLY SPRINGS NC 27540-7042	
KHALTI, SAID	5709 HOOD STONE LN	HOLLY SPRINGS NC 27540-7842	
GREENE, MARY ANN	5505 WADE NASH RD	HOLLY SPRINGS NC 27540-7890	
TOPPING, TRUNETTA	5500 GARAGE LN	HOLLY SPRINGS NC 27540-8185	
COFIELD, VERDINA COFIELD, GWENDOLYN	108 E 8TH ST	LAKEWOOD NJ 08701-2019	
JOHNSON, JOSEPHINE COFIELD, VERDINA	ATT: JAMES COEFIELD	1233 MEDINA RD	LAKEWOOD NJ 08701-3704
DAVIS, DAVID CHARLES SCOTT, DAVA DAVIS TRUSTEE	4600 BASILICA DR	HOLLY SPRINGS NC 27540-7273	
KHALTI, SAID	5709 HOOD STONE LN	HOLLY SPRINGS NC 27540-7842	
CURRENT TENANT	1209 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	0 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	0 HONEY BEE LN	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	1100 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	1200 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5513 HONEY BEE LN	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5545 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5541 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	0 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5535 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5500 QUIET GLEN DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5509 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	0 WADE NASH RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	1209 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5601 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5568 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5501 WADE NASH RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5612 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5521 WADE NASH RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5609 WADE NASH RD	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5545 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5541 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5729 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5717 HOOD STONE LN	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5500 QUIET GLEN DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5650 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5509 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5513 HONEY BEE LN	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5535 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5741 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	0 GARAGE LN	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5601 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5568 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5612 SAND DUNE WAY	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5545 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5541 HIGH POCKET DR	HOLLY SPRINGS NC 27540-8107	
CURRENT TENANT	5328 WADE NASH RD	HOLLY SPRINGS NC 27540-8107	

Context Map





SYMPHONIA: CONDITIONAL DISTRICT MASTER PLAN - CONCEPT/ ZONING

ATTACHMENT A

PIN	REID	Street Address	Acreage	Current Zoning	Proposed Zoning	Owner Name	Owner Address
0648803844	0032888	0 HONEY BEE LN	22	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	WTH LIMITED PARTNERSHIP , WILLIAM T. HONEYCUTT	5617 WADE NASH RD, HOLLY SPRINGS NC 27540-9091
0648715314	0005492	0 HONEY BEE LN	4.8	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648819331	0005471	0 SAND DUNE WAY	6.4	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648809928	0005470	5729 SAND DUNE WAY	4	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648704818	0005481	0 HONEY BEE LN	4.25	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648707749	0042983	5513 HONEY BEE LN	0.49	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
0648708966	0005453	0 HONEY BEE LN	5.81	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
0648717244	0005457	0 HONEY BEE LN	1	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
		TOTAL ACRES	48.75				

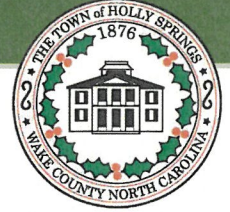
Symphonia Rezoning
Issues List from 8/22/22 Neighborhood Meeting

1. A question was asked by a resident along Sand Dune Way related to the connectivity of the proposed development to High Pocket Way
 - a. The applicant indicated that there was no planned connection because High Pocket Way is a private not a public street, but a street stub would be provided as part of the development for future redevelopment along High Pocket Way
2. A follow up point was made by the same individual indicating that Sand Dune Way experiences flooding
3. A follow up point was made by the same individual requesting that the developer consider providing some connection to High Pocket Way for the benefit of the residents
 - a. The applicant's representative indicated that in most cases individuals along private streets do not want to have new development connecting to their private street. Further, there are some legal prohibitions to providing these connections without the consent of all of the parties to the private street. The applicant noted the feedback and request and said they would take it under advisement given the uniqueness of this particular situation.
4. A question was asked regarding how many access points there would be to Piney Grove Wilbon from the subject property
 - a. The applicant's representative indicated that there would be a single connection to both public streets: Piney Grove Wilbon and Wade Nash Road
5. Another resident indicated that High Pocket is no different than Sand Dune in that it often is not passable during significant rain events.
6. A question was asked related to the proposed realignment of the Honeycutt Road/Wade Nash Road and Piney Grove Wilbon Road intersection.
 - a. The applicant's representative indicated that there had been numerous conversations with the Town related to this point, and that the Town has indicated that the proposed alignment in the Town's recently updated transportation plan is the alignment that this project needs to assume.
7. The same individual expressed surprise and opposition to the Town's proposed alignment in that it contemplates two horizontal S-Curves in a short distance, which does not make sense.
 - a. The project's traffic engineer with Kimley Horn, provided further discussion of the role of the CAMPO study as well as the alternatives that the Town asked to review, resulting in the Town continuing with the current proposed realignment.
8. The same individual asked if the proposed development would be paying for the road.
 - a. The applicant's representative indicated that the Town already was talking about some sort of payment to the Town of this development's proportionate share. However, as an offsite improvement, there is not an

- anticipation that this project would be responsible for the road. The Town said that the applicant will be asked to pay a proportional share.
9. The same individual said there is more traffic going to the intersection than may be acknowledged by the project.
 10. A question was asked related to how the site would be sewered
 - a. The applicant's engineer with Withers Ravenel indicated that a gravity sewer line would be installed to a pump station to the north that goes behind Lowes Home Improvement.
 11. A question was asked if there was a gas easement that would make installation of a greenway on the east side of the property difficult.
 - a. The applicant's representative indicated that they were still studying the items that impact the site and would adjust assumptions accordingly.
 12. A question was asked about the zoning for the property and whether the rezoning affect adjacent parcels.
 - a. The applicant's representative explained that the existing zoning is a holding zoning classification applied to the property when the ETJ was extended in this area. Further, no decision with respect to the proposed rezoning will have any impact on the zoning classification of property not included within the request.
 13. A question was asked about impacts to other property, buffer, water, etc.
 - a. The applicant's engineer noted that stormwater will not head to the east based on topography, but rather to the north and east.
 - b. The applicant's engineer explained that SCMs will collect run-off then slowly release to its natural drainage areas.
 - c. Buffers were being provided at more than Code requirements along the eastern property line.
 14. The same adjacent owner requested that the developer consider increasing the eastern buffer but also appreciated that the buffer already had been increased as compared to code requirements.
 - a. The applicant's representative indicated that they would review and see if buffers could be increased.
 15. The same adjacent owner asked if Quiet Glen Drive would see an increase in stormwater drainage
 - a. The project engineer explained that the site naturally drains to the north and east away from Quiet Glen Drive.
 16. The owner of the house at 5605 Honeycutt expressed strong opposition to the Honeycutt Road realignment. He indicated that he started building his house in 2016, sat with Planning and got an understanding on what the future R/W would look like. He and his wife have invested over \$1,000,000 on their home and property. They were shocked to find out that, after consulting with the Town on this specific issue, that the Town ended up adopting a plan that shows the road going through his property.
 - a. The applicant's representative explained that we are happy to discuss the future alignment of Wade Nash and Honeycutt. At this stage in the game, the development team is operating on the information provided to it by the Town.

17. An adjacent owner asked how they stay engaged with anything that develops on this project.
 - a. The applicant's representative explained the Public Hearing process. Can also email the Council members and offered to follow up with people individually or as a group.
18. An owner asked if they would get notification about the hearings.
 - a. The applicant's representative confirmed that they would get notices from the Town for the Planning Board and Town Council hearings.
19. An owner asked if there was an option to participate in Town meetings virtually.
 - a. The applicant's representative indicated that you can watch online, but input has to be received in-person or sent to the Town before the hearings. as a virtual option.
20. A question was asked if the neighborhood meeting report could be shared.
 - a. The applicant's representative said he would share it with the group of registrants when it is submitted to the Town.
21. Participant asked for a definition of UDO.
 - a. The applicant responded with Unified Development Ordinance. it is the Town's regulatory document for all development in the town.
22. Participant asked how this will this affect the road access on high pocket drive and sand dune road?
 - a. The applicant indicated that a connection is not contemplated at this time.
23. Participant asked will this mean more development in terms of internet capabilities?
 - a. The applicant indicated that it was not sure.
24. Participant is concerned there will be no access to High Pocket and Sand Dune until the adjacent properties develop.
 - a. The applicant noted the item and indicated that the development could not legally connect at this time.
25. Participant stated we need access to Sand Dune as High Pocket is usually not drivable. If there is going to be construction on Sand Dune, I think High Pocket needs to be at least graded and graveled. With the extra traffic, the road will continue to get worse and cause more damage to cars.
 - a. The applicant noted the concern
26. Participant voiced concern over the re-routing of Honeycutt Rd basically through his front yard based on Southwest Area Study dated 06-28-19. The cause of the re-route is cited in the report as the need to keep up with growth in the area and add more four lane highways. Once your development is complete and the one across the street from 5605 Honeycutt Rd is complete, I am concerned that a claim of eminent domain will be used to seize my land for the Honeycutt reroute. Currently, undeveloped farm land such as that in your subdivision could be used for the Honeycutt reroute rather than going through my fence, drain field, trees, shrubs, etc. If we can work that out and eliminate that impact, I am not opposed. Unless the Honeycutt Rd reroute avoids my property, I am opposed to the population density increase that is driving the need for the Honeycutt reroute through my property. I believe the road reroutes in the SWAS report need to be finalized prior to approving these new developments. Keith Henshaw 5605

AFFIDAVIT OF OWNER NOTIFICATION



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

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

For DS Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0032888 and PIN 0648803844 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 26th day of August, 2022.

Applicant Signature

Printed name of Applicant

J. Michael Edwards
AS AUTHORIZED REPRESENTATIVE
J. MICHAEL EDWARDS

NOTARY STATEMENT

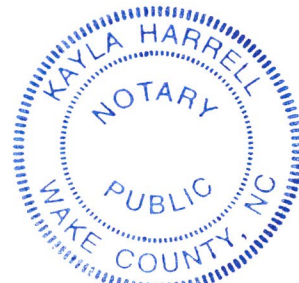
Sworn to and subscribed before me the 26 day of August, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 12.8.2023

Kayla Harrell
Notary Public

Kayla Harrell
Printed

Seal



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

NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0032888

and PIN 0648803844

located at 0 Honey Bee Ln, Holly Springs NC

from Rural Residential (RR) (existing zoning district) to

Neighborhood Residential Conditional Use (NR) (proposed zoning district).

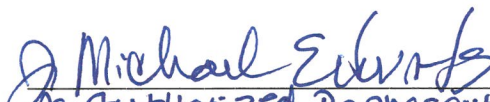
The public hearing before the Holly Springs Town Council on the matter will be heard on _____ (date) at 7:00 PM.

Additional information can be obtained by contacting Holly Springs Development Services at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:


As Authorized Representative

8/26/2022

Name J. MICHAEL Edwards Company _____

Mailing Address _____

City _____

State _____

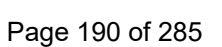
Zip _____

Telephone # () _____

Fax # () _____

E-Mail _____

7015 1730 0000 3126 6620



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WTH Limited Partnership
William T. Honeycutt
5617 Wade Nash Road
Holly Springs, NC 27540-9091



9590 9402 1494 5329 4117 66

2. Article Number (Transfer from service label)

7015 1730 0000 3126 6620

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

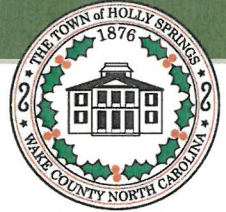
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

PS Form 3800, April 2015 (Reverse) PSN 7530-02-000-9047

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Monty Steckler of Marina Holly Springs, LLC
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change for my (our) property from
Rural Residential (RR) to Neighborhood Residential Conditional Use (NR)
(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.

For DS Use only

Project # _____

Date Received: _____

Signature of Owner(s):

Michael Edwards
AS AUTHORIZED REPRESENTATIVE
for William T Honeycutt

Wake County PIN/REID:

0648803844/0032888

State of North Carolina

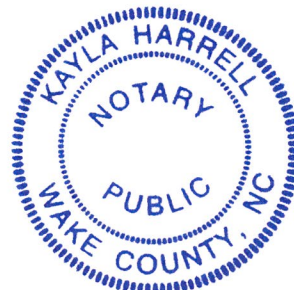
County of Wake

Sworn to and subscribed before me the 26 day of August, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 12-8-2023

Kayla Harrell / Kayla Harrell
Notary Public Printed

Seal



ATTACHMENT A

PIN	REID	Street Address	Acreage	Current Zoning	Proposed Zoning	Owner Name	Owner Address
0648803844	0032888	0 HONEY BEE LN	22	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	WTH LIMITED PARTNERSHIP , WILLIAM T. HONEYCUTT	5617 WADE NASH RD, HOLLY SPRINGS NC 27540-9091
0648715314	0005492	0 HONEY BEE LN	4.8	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648819331	0005471	0 SAND DUNE WAY	6.4	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648809928	0005470	5729 SAND DUNE WAY	4	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648704818	0005481	0 HONEY BEE LN	4.25	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD, MORRISVILLE NC 27560-7391
0648707749	0042983	5513 HONEY BEE LN	0.49	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
0648708966	0005453	0 HONEY BEE LN	5.81	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
0648717244	0005457	0 HONEY BEE LN	1	RURAL RESIDENTIAL (RR)	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR)	MARINA HOLLY SPRINGS LLC	11010 LAKE GROVE BLVD STE 353, MORRISVILLE NC 27560-7391
		TOTAL ACRES	48.75				

PETITION CONTACT INFORMATION (con't)

Authorized Agent

J. Michael Edwards
Edwards Commercial Real Estate
2401 Weston Parkway, Suite 103
Cary, NC 27513
michael@edwardscore.com
(919) 677-8448

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
MARINA HOLLY SPRINGS, LLC

WHEREAS, Marina Holly Springs, LLC (the "Company") is planning to redevelop that certain property located on the east side of Piney Grove Wilbon Rd east of the intersection of Honeycutt Rd as a residential subdivision to be known as Symphonia (the "Project");

WHEREAS, the Company plans to submit a rezoning application to the Town of Holly Springs in August 2022 for the purpose of the Project (the "Application"); and

WHEREAS, the Company desires to appoint Michael Edwards to sign the Application on behalf of the Company.

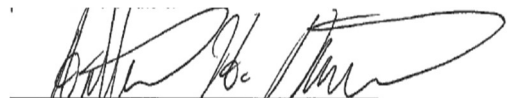
NOW, THEREFORE BE IT RESOLVED:

That the Board of Directors of the Company hereby authorizes J. Michael Edwards, having a business address of 2401 Weston Parkway, Suite 103, Cary, North Carolina 27513 (C: 919.605.3715; michael@edwardscore.com) to act as the Company's representative for the purpose of signing the Affidavit of Owner Consent and any other document requiring notarization, in connection with the Application.

DATE: August 26, 2022



Monty S. Steckler
Director



Arthur H. Steckler
Director

Honeycutt Rd. See SWAS dated 06-28-2019, page 173 to see my concern. See impacts to 5605 Honeycutt Rd.

- a. The applicant noted the concern.
- 27. Participant asked for the Comprehensive plan and other maps you have shared tonight.
 - a. The Comprehensive Plan was shared in the meeting chat.
- 28. Participant voiced concern that more and more water moving to the north toward the private drive is likely to wash out leaving a difficult way out on High Pocket.
 - a. The applicant noted the concern.
- 29. Participant asked if the meeting will the recording of this meeting be made available.
 - a. The applicant indicated that the meeting was not being recorded.



SYMPHONIA

DEVELOPMENT & DESIGN MANUAL

A PLANNED COMMUNITY IN
HOLLY SPRINGS, NORTH CAROLINA
JUNE 30, 2023

SYMPHONIA

DEVELOPMENT & DESIGN MANUAL



SUBMITTED TO

THE TOWN OF HOLLY SPRINGS
128 S Main Street
Holly Springs, NC 27540

PREPARED FOR

MARINA HOLLY SPRINGS, LLC
11010 Lake Grove Blvd
Morrisville, NC 27560

PROJECT TEAM



WITHERSRAVENEL
Master Planner | Civil Engineer
115 Mackenan Drive
Cary, NC 27511



MORNINGSTAR LAW GROUP
421 Fayetteville Street, Suite 530
Raleigh, NC 27601

TABLE OF CONTENTS

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Note: All Diagrams, Plans, and Images identified in this document are conceptual in nature, are shown as examples to represent design intent only, and are subject to change.

AMENDMENTS

THIS PAGE INTENTIONALLY LEFT BLANK FOR FUTURE MANUAL AMENDMENTS.

ITEMS NOT DIRECTLY ADDRESSED WITHIN THIS REPORT WILL DEFER TO THE CURRENT TOWN OF
HOLLY SPRINGS UNIFIED DEVELOPMENT
ORDINANCE IN PLACE AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL.
SPECIFIC SECTION REFERENCES SHALL FOLLOW THE EQUIVALENT ADOPTED ORDINANCE IF THE
REFERENCED SECTION IS NO LONGER ADOPTED ORDINANCE.

1.1 DISTRICT

The Symphonia development includes a connected network of public spaces and complimentary residential building forms that will provide a diverse range of housing types and amenities.

1.2 PERMITTED USES

USES	NR
Residential Uses	
Attached Dwelling	P
Detached Dwelling	P
Recreational Uses	
Recreation facility, indoor	PS
Recreation facility, outdoor (<50 acres)	PS
Infrastructure Uses	
Infrastructure/Utilities (minor)	PS
Solar energy Systems - Small	A
Key: P - Permitted Use; PS - Permitted Use with Additional Standards; A - Accessory; SUP - Special Use permit CD - Conditional Zoning District only	

The permitted with additional standards refer back to UDO Section 3.3

Residential Accessory Structures and Uses will be permitted per UDO Section 3.4.2

2.1 DEVELOPMENT STANDARDS

The Development standards shall follow the Holly Springs UDO Development Standards (per the Town of Holly Springs Unified Development Ordinance dated July 19, 2022) except as listed below in the Development Standard Table. Development Standards

The base NR development standards shown in light blue below shall apply to the Symphonia development. Where a standard is not defined below, the development standards for the NR district in the UDO, found in Section 2.2.1 shall apply. *Indicates a deviation from the by-right standard as permitted by the CD and is shown in a different shade.

NR-CD Development Standards		
Development Density (N1)	UDO Standard	PROPOSED WITH CD
Maximum Gross Density (units/acre) *	5 by-right 8 with CD	3.12
Open Space and Conservation Area (N3)		
Tree Preservation Area *	20% Required	20.9% - 10.2 Acres
Active Recreation Area *	5% Required	5.7% - 2.79 Acres
Flexible / Common Open Space *	5% Required	8% - 3.94 Acres
Attached Dwelling Allocation (N4)		
Maximum Units*	50% with CD	50% Maximum
Lot Configuration		
Minimum Lot Area (sf)(CD1)		
Detached Dwellings (Standard Subdivision)(N2)	5000 sf	4800 sf
Attached Dwellings (N4)	None	None
Minimum Lot Width at the Setback Line (ft)		
Detached Dwellings*	26 ft	40 ft
Attached Dwellings	18 ft	18 ft
Minimum Lot Frontage at the Right-of-Way Line (ft) (N5)		
Attached Dwellings	18 ft	18 ft
Minimum Lot Frontage at the Right-of-Way for a Driveway (ft) (N7)(CD2)		
Front Load Detached Dwellings*	60 ft	40 ft
Building Placement		
Thoroughfare Setback (ft)*	25 ft	30 ft
Primary Building Setbacks (ft) (N8)		
Front Setback – Alley Loaded (minimum)	5 ft	5 ft
Front Setback – Front Loaded (minimum) *	20 ft max	20 ft
Side - Corner Setback (minimum)	5 ft	5 ft
Side - Interior Setback (minimum) (N10) 40' Lot*	5 ft	3 ft
Side - Interior Setback (minimum) (N10) 50' Lot*	5 ft	5 ft
Rear Setback (minimum)	20 ft	20 ft
Rear Setback from Alley Centerline (minimum)	15 ft	15 ft
Building Height		
Primary Structure(s) (maximum)*	35ft	50 ft

*Indicates a deviation from the by-right standard as permitted by the CD and is shown in a different shade.

NOTES - Development Standards Per Town of Holly Springs UDO	
N1	For individual lots or projects containing multiple districts, calculated based on the district in which a majority (50% of buildable area or greater) of the buildable area of a lot is located. The Total Allowable Units shall be equal to the Gross Site Area X Maximum Units Per Acre
N2	Reference Chapter 8 Building, Site & Subdivision Lot Design Standards.
N3	Common open space and/or conversation areas are required for all Residential Major Subdivisions where the resulting plat/subdivision action results in 5 or more lots and Site Plans that include apartment dwellings and attached dwellings.
N4	Reference uses in Chapter 3
N5	The lot frontage is measured along the front property line abutting a public street. Where no street exists and the lot fronts common open space, the frontage shall be measured along the lot abutting an private alley which shall gain access to and from a public street across
N6	The minimum shared easement width as measured at right-of-way
N7	For lots existing prior to the effective date of this UDO, the UDO Permit review process may consider alternate methods of providing lot access if the provision of an alley or rear lane is not feasible in the following priority order: shared driveway between two or more lots; one single driveway a maximum of 12 feet in width. For new lots or for lots existing prior to the effective date of this UDO, flexibility is available through the Conditional Zoning District (CD) process.
N8	Residential dwellings in established neighborhoods may be eligible for a front setback reduction based on the building placement on adjacent lots. See Section 2.3.5. for allowances
N9	Not applicable to detached dwellings with front-loaded driveways. Exceptions may be granted by the Administrator to accommodate tree preservation area, steep topographic conditions, or similar environmental features.
N10	Attached dwelling units are allowed a 0-ft side setback where the unit shares a common wall with another dwelling unit.
N11	The building may be less than 5 ft or more than 20 ft from the right-of-way to avoid haphazard parking arrangements that may be disruptive to alley access.
N12	Accessory structures shall not exceed the height of the primary structure on the lot/ property

NOTES – CD Standards Proposed	
CD1	The minimum lot area for detached dwellings shall be 4,800 sf for lots with a 40' minimum lot width. Detached dwellings with a 50' minimum lot width will exceed 5,000 sf.
CD2	Cul-de-sac lots can have driveways when the frontage at the right of way is less than 40ft.
N3	Common open space and/or conversation areas are required for all Residential Major Subdivisions where the resulting plat/subdivision action results in 5 or more lots and Site Plans that include apartment dwellings and attached dwellings.

TABLE OF PERMITTED VEHICLE PARKING LOCATIONS

CONTEXT	FRONT YARD RESTRICTED
Detached dwellings on lots less than 60 ft wide	Permitted

2.1 DESIGN STANDARDS

RESIDENTIAL BUILDING STANDARDS

- a All residential units shall follow the Holly Springs UDO Design Standards (per the Town of Holly Springs Unified Development Ordinance dated July 19, 2022). The residential units shall include the additional Architectural Standards as listed in the Table.
- b All garages shall be wired with 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
- c Accessory Dwelling Units are permitted within the project on single-family detached lots and shall meet the requirements of the UDO.
- d Of the total 140 lots, there shall be a maximum of twenty (20) 40 ft. wide detached dwelling lots which may be alley-loaded or front-loaded. The remaining detached dwelling lots shall be 50 ft. wide and may be alley-loaded or front-loaded.
- e Of the permitted detached dwelling lots, a maximum of twenty (20) shall have a minimum lot size of 4,800 square feet. The remaining permitted detached dwelling lots shall have a minimum lot size of 5,800 square feet.

Architectural Standards	Detached Units	Attached Units
Shutters or Window Trim Wrap (Front Facade Only)	R	R
Shutters or Window Trim Wrap (Side Facade with Public-Right-of-Way Frontage))	R	R
At Least One (1) Window on Side Elevation	R	R
Wood / Fiber Cement Siding	P	P
Brick, Cultured or Natural Stone	P	P
Vinyl Siding -Trim Elements Only (limited to 20% of total facade area)	P	P
On attached units the roof line cannot be a single mass: it must be broken up either horizontally and/or vertically between, at minimum, every other unit.	NA	R
Attached unit side elevations shall have trim around the windows	NA	R

3.1 OPEN SPACE, RECREATION, & PRESERVATION STANDARDS

On-Site Private Open Space

The Symphonia neighborhood will conserve open space/natural resources and create private (or semi-private) park spaces for passive and active recreational use.

The on-site private open space will follow the Holly Springs UDO for the NR District. The private open space is shown on the Symphonia plans.

Type	Required	Symphonia Plan
Tree Preservation Area	20%	20.9% (10.2 Acres)
Active Recreation Area	5%	5.7% (2.79 Acres)
Flexible Space	5%	8% (3.94 Acres)

**The Open Space Areas are to be confirmed during the development plan stage and shall meet the Town's UDO Requirements*

Active recreation areas may include, but are not limited to: a pocket park, swimming pool, tennis or pickleball courts, gazebo, picnic shelter, mail kiosk, seating areas, and tot lots.

3.2 LANDSCAPE BUFFERS

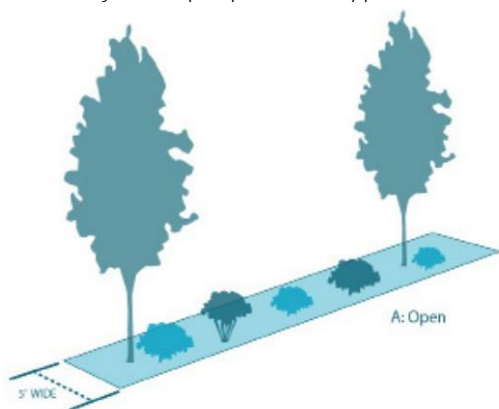
Thoroughfare Buffers and Perimeter Buffers

1. A 30-foot wide Type A Thoroughfare buffer shall be provided along Wade Nash Rd and Piney Grove-Wilbon Road
2. The perimeter buffer is 10 feet wide, classified as Type A

Note: Existing vegetation will be used to satisfy any perimeter buffer requirements

Type A Buffer

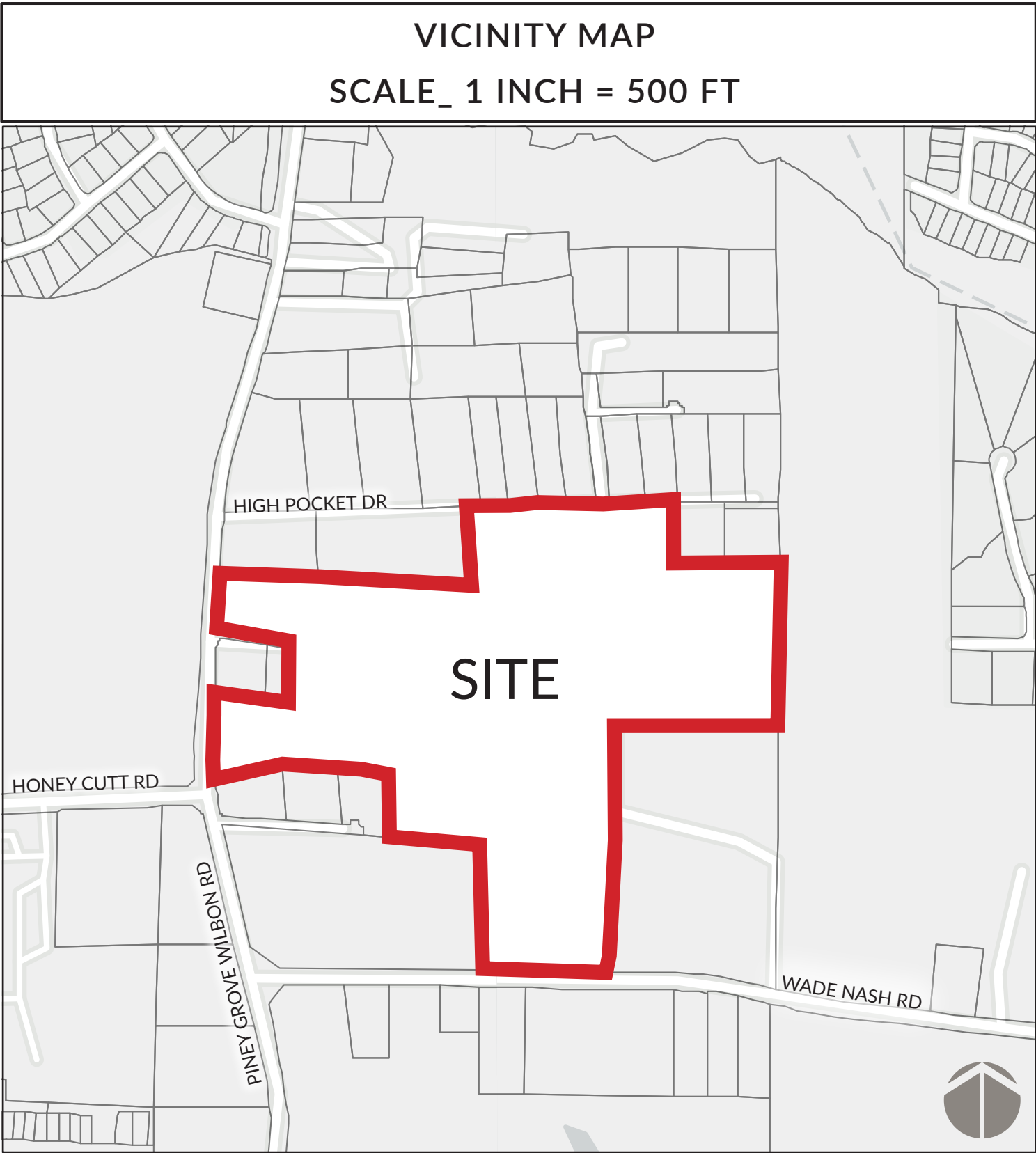
Type A: Open landscaping creates a pleasant visual experience but provides a minimal visual or sound barrier and is therefore intended for use on lots where the district of the abutting lots includes permitted uses with similar intensities, lights, sounds and regular operations and would have minimal, if any, negative impact on adjacent properties. Type A landscaping requires a majority of the plants to be a large deciduous tree



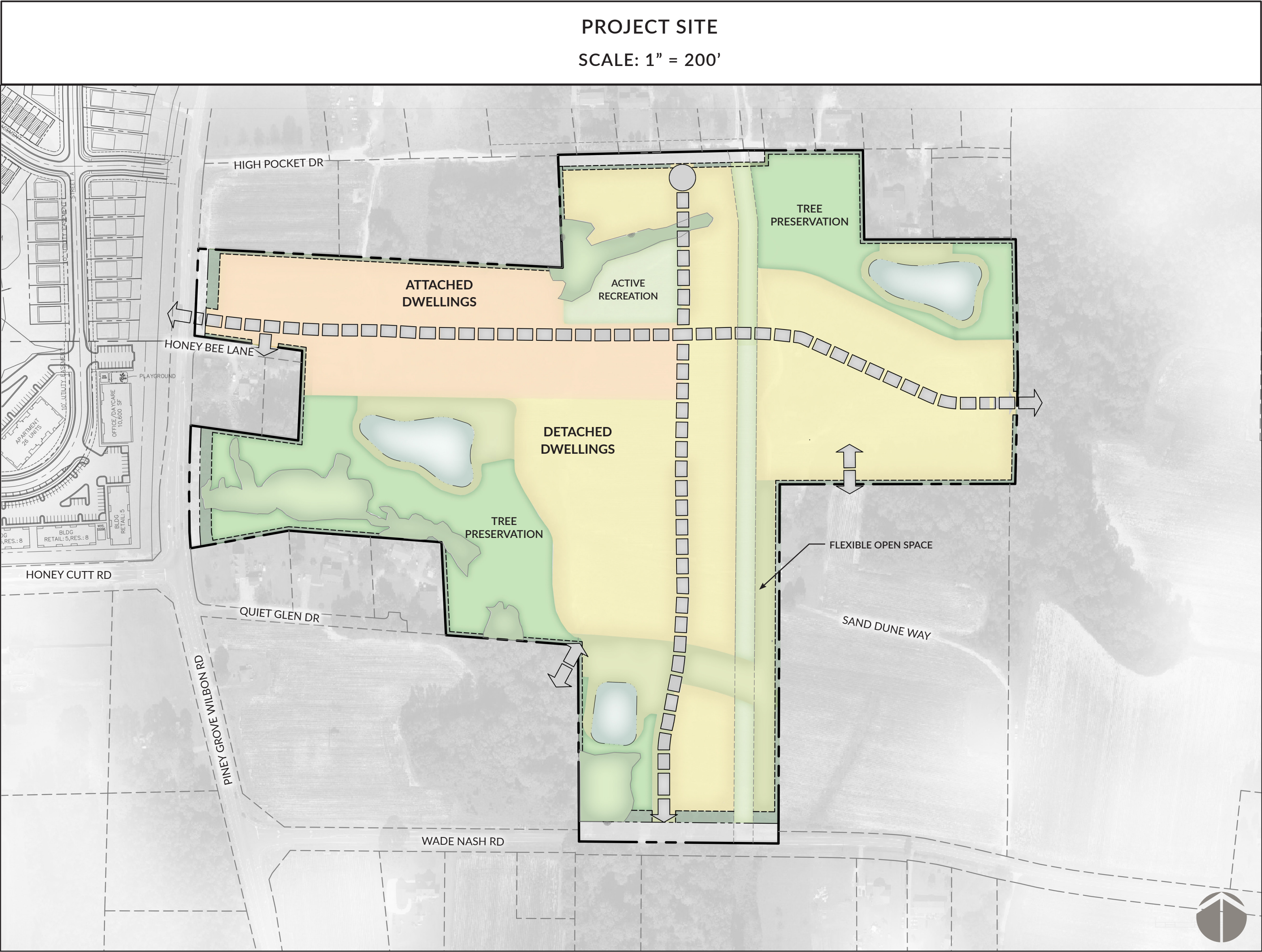
SYMPHONIA

HOLLY SPRINGS, NORTH CAROLINA

TOWN PROJECT #22-REZ-10/PLRZ202200239



INDEX OF SHEETS	
SHEET NO	SHEET TITLE
00	COVER PAGE
01	CONCEPT/ ZONING PLAN
02	TRANSPORTATION AND MOBILITY PLAN
03	OVERALL UTILITY PLAN
04	UTILITY PLAN
05	OPEN SPACE, PRESERVATION & LANDSCAPE PLAN
06	LOT TYPICAL



SITE DATA TABLE

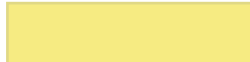
PINs	ADDRESS	OWNER	ACREAGE	
0648715314	0 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD MORRISVILLE NC 27560-7391	4.80	
0648717244	0 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD STE 353 MORRISVILLE NC 27560-7391	1.00	
0648704818	0 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD MORRISVILLE NC 27560-7391	4.25	
0648708966	0 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD STE 353 MORRISVILLE NC 27560-7391	5.81	
0648707749	5513 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD STE 353 MORRISVILLE NC 27560-7391	0.49	
0648803844	0 HONEY BEE LN	MARINA HOLLY SPRINGS LLC 102 W SERVICE RD STE 273 CHAMPLAIN NY 12919-4440	22.00	
0648819331	0 SAND DUNE WAY	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD MORRISVILLE NC 27560-7391	6.40	
0648809928	5729 SAND DUNE WAY	MARINA HOLLY SPRINGS LLC 11010 LAKE GROVE BLVD MORRISVILLE NC 27560-7391	4.00	
SITE ACREAGE		48.80 ACRES GROSS		
CURRENT LAND USE		RESIDENTIAL/ AGRICULTURAL/ VACANT		
FUTURE LAND USE		MIXED RESIDENTIAL NEIGHBORHOOD		
EXISTING ZONING		RURAL RESIDENTIAL (RR)		
PROPOSED ZONING		NEIGHBORHOOD RESIDENTIAL - CONDITIONAL DISTRICT (NR-CD)		
OPEN SPACE	TREE PRESERVATION	10.2 ACRES (20.9%)	* THE OPEN SPACE AREAS ARE TO BE CONFIRMED DURING THE DEVELOPMENT PLAN STAGE AND SHALL MEET THE TOWN'S UDO REQUIREMENTS.	
	FLEXIBLE OPEN SPACE	3.94 ACRES (8%)		
	ACTIVE OPEN SPACE	2.79 ACRES (5.7%)		
MAXIMUM BUILDING HEIGHT		50'		
TYPE OF PERIMETER BUFFERS		10' TYPE A PERIMETER BUFFER 30' THOROUGHFARE BUFFER		

FOR TYPICAL LOT DIMENSIONAL REQUIREMENTS AND SETBACKS REFER TO SHEET 6 OF THIS PLAN SET.

DEVELOPMENT TEAM	PROJECT TEAM		
SYMPHONIA 11010 Lake Grove Blvd Morrisville, NC 27560	WithersRavenel Our People. Your Success. 115 Mackenan Dr Cary, NC 27511 t. 919.469.3340 license #: F-1479 withersravenel.com	MORNINGSTAR LAW GROUP	Kimley»Horn 421 Fayetteville Street, Suite 600 Raleigh, NC 27601

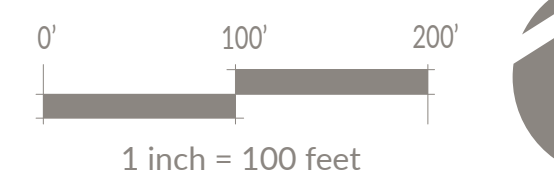


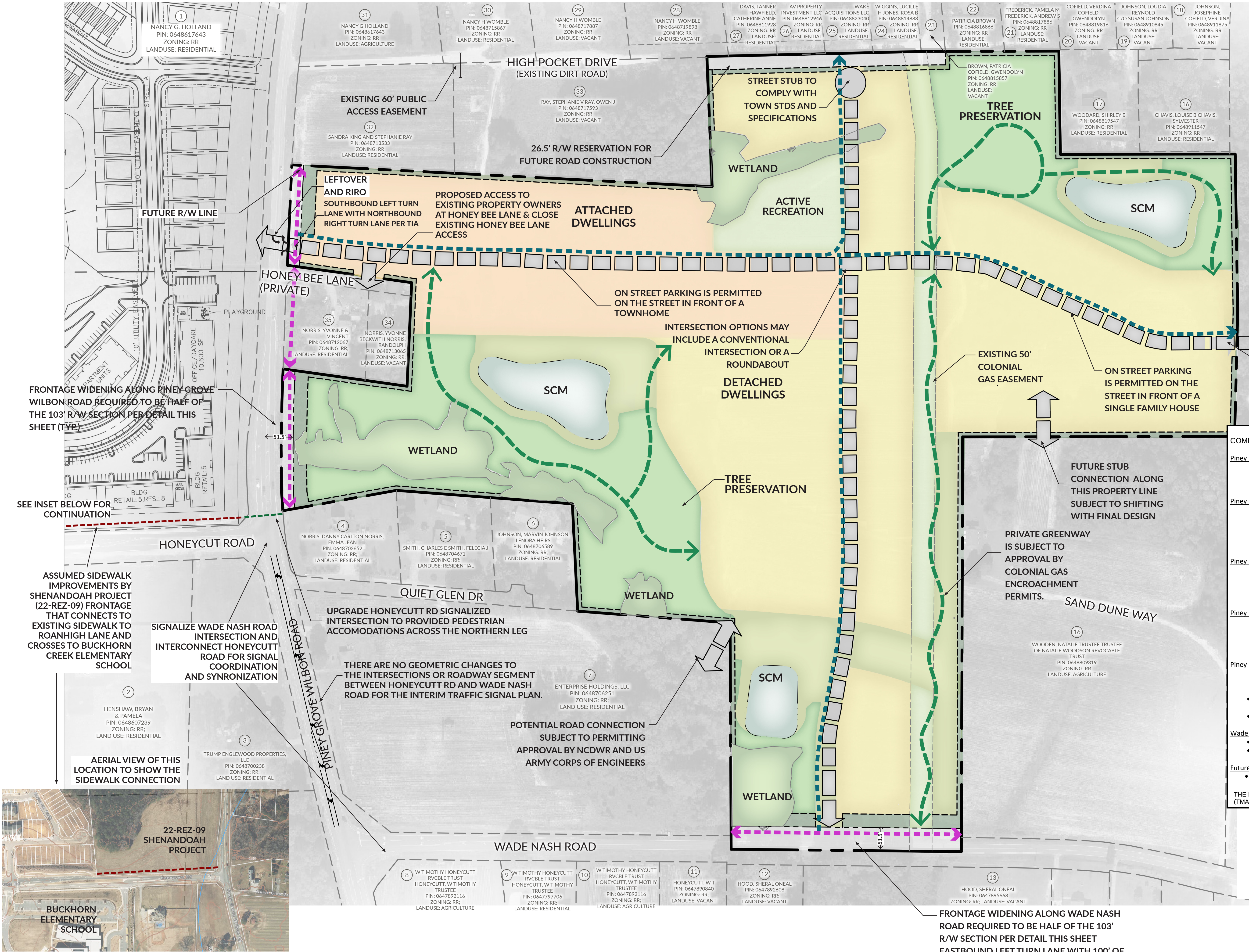
PROPERTY NO	PIN	OWNER	ZONING	LANDUSE
Property 1	0648617643	NANCY G. HOLLAND	RR	RESIDENTIAL
Property 2	0648607239	HENSHAW, BRYAN & PAMELA	RR	RESIDENTIAL
Property 3	0648700238	TRUMP ENGLEWOOD PROPERTIES, LLC	RR	RESIDENTIAL
Property 4	0648702652	NORRIS, DANNY CAROLAN NORRIS, EMMA JEAN	RR	RESIDENTIAL
Property 5	0648704671	SMITH, CHARLES E SMITH, FELECIA J	RR	RESIDENTIAL
Property 6	0648706589	JOHNSON, MARVIN JOHNSON, LENORA HEIRS	RR	RESIDENTIAL
Property 7	0648706251	ENTERPRISE HOLDINGS, LLC	RR	RESIDENTIAL
Property 8	0647892116	W TIMOTHY HONEYCUTT RVCBL TRUST HONEYCUTT, W TIMOTHY TRUSTEE	RR	AGRICULTURE
Property 9	0647797706	W TIMOTHY HONEYCUTT RVCBL TRUST HONEYCUTT, W TIMOTHY TRUSTEE	RR	RESIDENTIAL
Property 10	0647892116	W TIMOTHY HONEYCUTT RVCBL TRUST HONEYCUTT, W TIMOTHY TRUSTEE	RR	AGRICULTURE
Property 11	0647890840	HONEYCUTT, W T	RR	VACANT
Property 12	0647892608	HOOD, SHERAL ONEAL	RR	VACANT
Property 13	0647895668	HOOD, SHERAL ONEAL	RR	VACANT
Property 14	0648809319	WOODEN, NATALIE TRUSTEE OF NATALIE WOODSON REVOCABLE TRUST	RR	AGRICULTURE
Property 15	0658001489	DAVIS, DAVID CHARLES SCOTT, DAVA DAVIS TRUSTEE	RR	AGRICULTURE
Property 16	0648911547	CHAVIS, LOUISE B CHAVIS, SYLVESTER	RR	RESIDENTIAL
Property 17	0648819547	WOODARD, SHIRLEY B	RR	RESIDENTIAL
Property 18	0648911875	JOHNSON, JOSEPHINE COFIELD, VERDINA	RR	VACANT
Property 19	0648910845	JOHNSON, LOUIDA REYNOLD C/O SUSAN JOHNSON	RR	VACANT
Property 20	0648819816	COFIELD, VERDINA COFIELD, GWENDOLYN	RR	VACANT
Property 21	0648817886	FREDERICK, PAMELA M FREDERICK, ANDREW S	RR	RESIDENTIAL
Property 22	0648816866	PATRICIA BROWN	RR	RESIDENTIAL
Property 23	0648815857	BROWN, PATRICIA COFIELD, GWENDOLYN	RR	VACANT
Property 24	0648814888	WIGGINS, LUCILLE H JONES, ROSA B	RR	RESIDENTIAL
Property 25	0648823040	WAKE ACQUISITIONS LLC	RR	RESIDENTIAL
Property 26	0648812946	AV PROPERTY INVESTMENT LLC	RR	RESIDENTIAL
Property 27	0648811928	DAVIS, TANNER HAWFIELD, CATHERINE ANNE	RR	RESIDENTIAL
Property 28	0648719898	NANCY H WOMBLE	RR	VACANT
Property 29	0648717887	NANCY H WOMBLE	RR	VACANT
Property 30	0648715867	NANCY H WOMBLE	RR	RESIDENTIAL
Property 31	0648647643	NANCY G HOLLAND	RR	AGRICULTURE
Property 32	0648713533	SANDRA KING AND STEPHANIE RAY	RR	RESIDENTIAL
Property 33	0648717593	RAY, STEPHANIE V RAY, OWEN J	RR	VACANT
Property 34	0648713065	NORRIS, YVONNE BECKWITH NORRIS, RANDOLPH	RR	RESIDENTIAL
Property 35	0648712067	NORRIS, WVONNE & VINCENT	RR	VACANT

LEGEND		SIZE
	ATTACHED DWELLINGS	+/- 8.24 AC
	DETACHED DWELLINGS	+/- 21.41 AC
	TREE PRESERVATION	+/- 10.20 AC
	(OPEN SPACE INCLUDES WETLAND AREAS (+/- 3.94 AC))	
	FLEXIBLE OPEN SPACE	+/- 3.94 AC
	ACTIVE RECREATION	+/- 2.79 AC
	PERIMETER BUFFER	+/- 1.82 AC

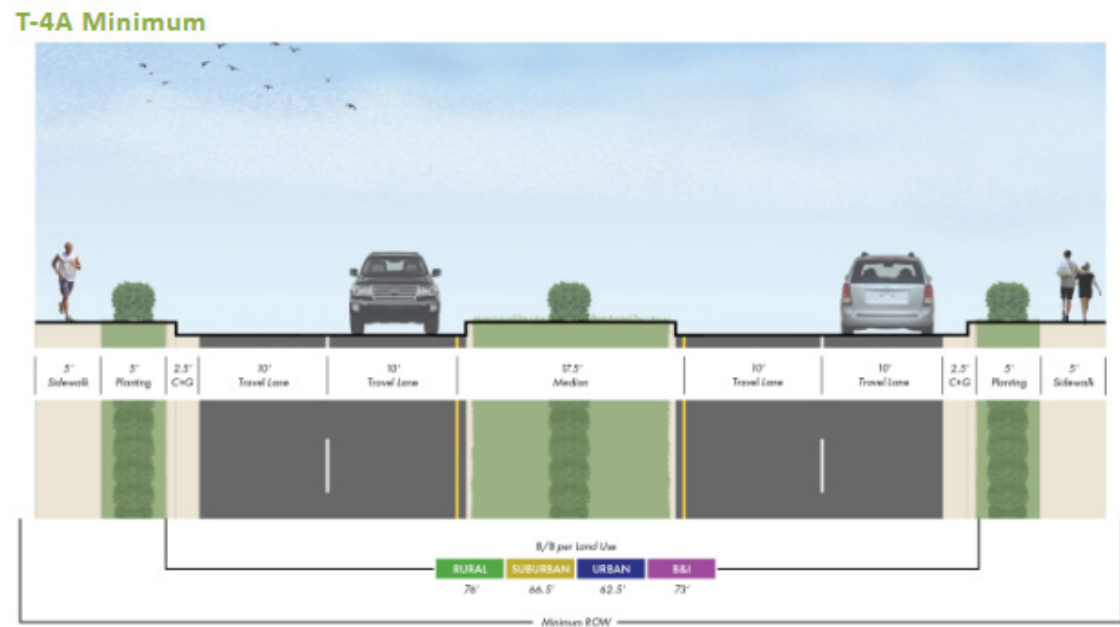
NOTE:

- * ALL ROADWAYS ARE NOT SHOWN ON THIS ILLUSTRATIVE PLAN AND FINAL ALIGNMENTS ARE SUBJECT TO CHANGE.
- * SCMs SHOWN ARE CONCEPTUAL PLACEHOLDERS AND SUBJECT TO FINAL DESIGN.
- * WETLANDS AND STREAMS HAVE BEEN PRELIMINARY DELINEATED BY S & EC BUT NOT YET SURVEYED.
- * AREAS SHOWN FOR DETACHED AND ATTACHED DWELLINGS ARE SUBJECT TO CHANGE AS DEVELOPMENT PLANS EMERGE.
- * ACTIVE RECREATION AREA MAY INCLUDE BUT NOT LIMITED TO: POCKET PARK, SWIMMING POOL, TENNIS OR PICKLEBALL COURTS, GAZEBO, PICNIC SHELTER, MAIL KIOSK, SEATING AREAS, TOT LOT)
- * *THE OPEN SPACE AREAS ARE TO BE CONFIRMED DURING THE DEVELOPMENT PLAN STAGE AND SHALL MEET THE TOWN'S UDO REQUIREMENTS.





T-4A
Thoroughfare | 4 Lanes

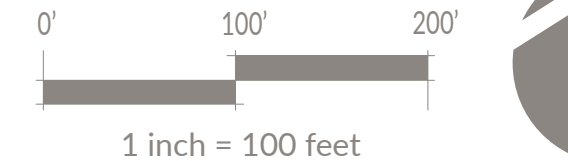
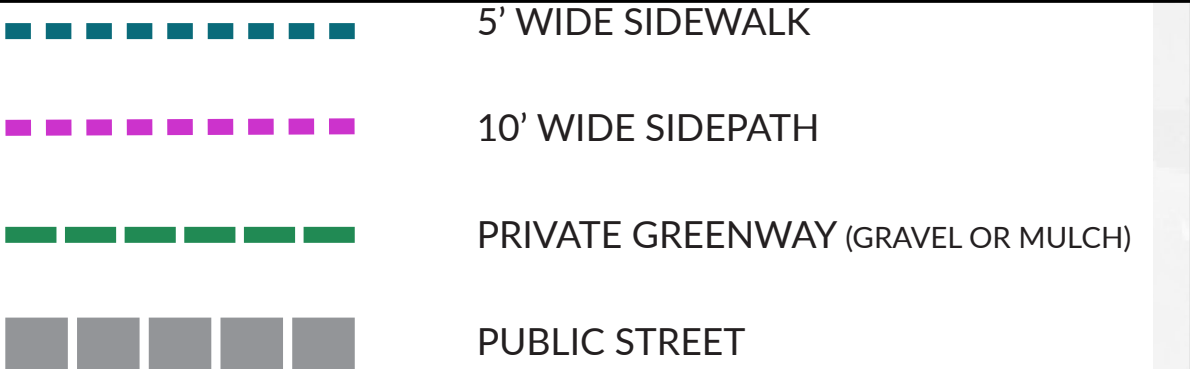


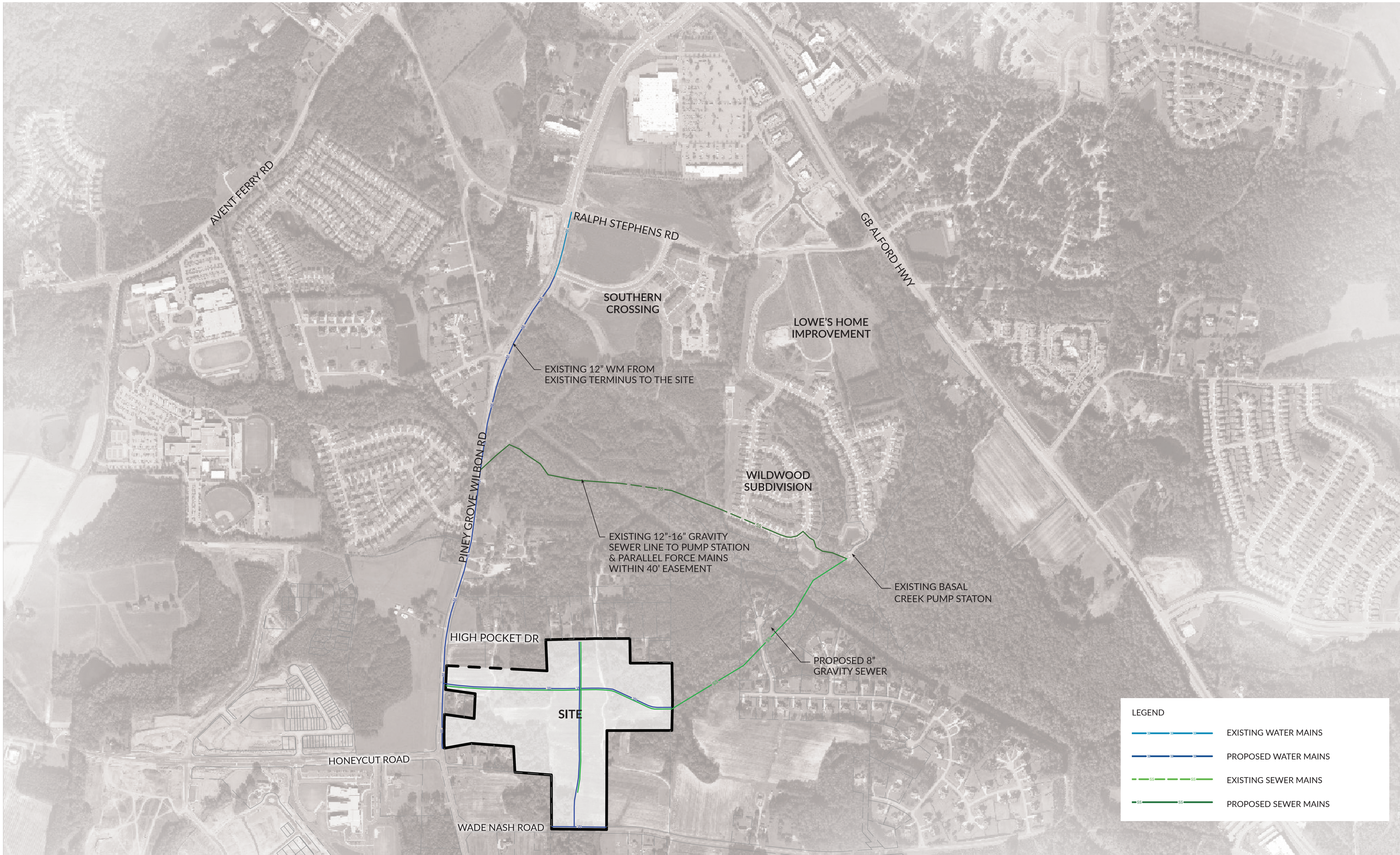
Design Elements	Element Included	Minimum Dimension	Land Use Character Area			
			Rural	Suburban	Urban	Business & Industrial
Right-of-Way (ROW)	Yes	112'	112'	103'	103'	107'
Back of Curb to Back of Curb (B/B)	Yes	73'	75'	66.5'	62.5'	73'
Travel Lanes	4 Lanes	10'	12'	11'	10'	12'
Center Turn Lane	No	-	-	-	-	-
Median	Yes	17.5'	23'	17.5'	17.5'	20'
Curb and Gutter (C+G)	2 Sides	2.5'	2.5'	2.5'	2.5'	2.5'
Paved Shoulder	No	-	-	-	-	-
Planting	2 Sides	5'	6'	6'	8'	5'
On-Street Parking	No	-	-	-	-	-
Sidewalk	0-2 Sides*	10'	10'	10'	10'	10'
Sidewalk	0-2 Sides*	5'	5'	6'	8'	5'
Bicycle facility	No	-	-	-	-	-

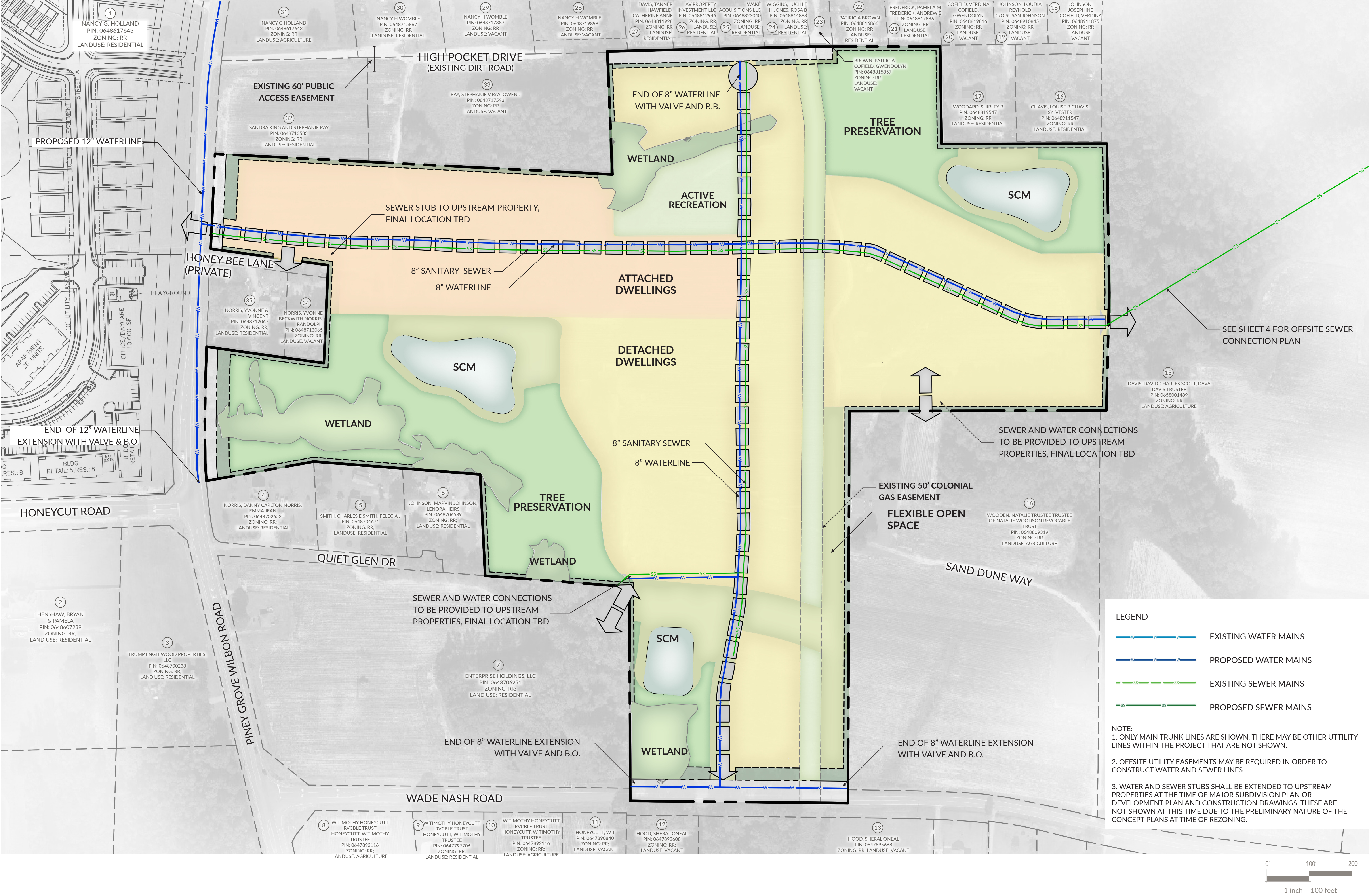
PINEY GROVE WILBON RD AND WADE NASH ROAD CROSS SECTION



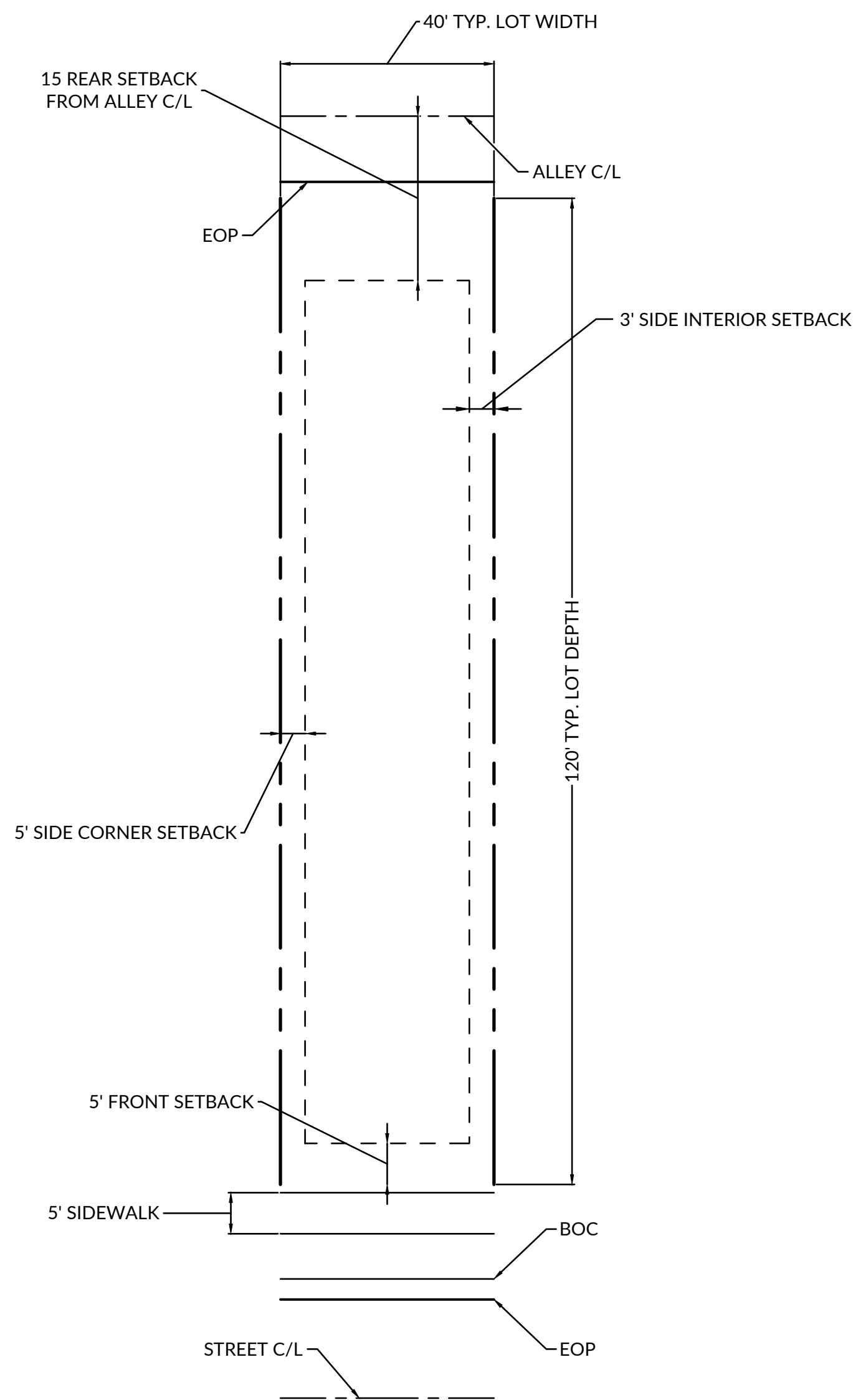
- COMMITTED TRANSPORTATION IMPROVEMENTS**
- Piney Grove-Wilbon Road/Wade Nash Road:**
- Provide required frontage widening as per town standards along property limits.
 - Provide required sidewalk connection along 1125 Piney Grove Wilbon Rd and widen for right turn lane as stated below for Site Access 1.
- Piney Grove-Wilbon Road at Ralph Stephens Road:**
- Provide a northbound shared through/right-turn lane on Piney Grove-Wilbon Road with a minimum of 500 feet of storage and appropriate tapers
 - The Town of Holly Springs plans on paying for this improvement through proportional contributions from adjacent developments within the vicinity of the site. The proposed development is anticipated to account for only 2% of the total future traffic at this intersection
- Piney Grove-Wilbon Road at Honeycutt Road**
- Upgrade the intersection to provide pedestrian accommodations across the northern leg of Piney Grove Wilbon Road.
 - Restripe northbound Piney Grove Wilbon Road approach to provide a left turn lane with approximately 400' of storage.
- Piney Grove-Wilbon Road at Wade Nash Road**
- Signalize the intersection and provide fiber connection to the Piney Grove-Wilbon Road at Honeycutt Road intersection to the north to provide signal coordination.
 - Restripe southbound Piney Grove Wilbon Road approach to provide a left turn lane with approximately 150' of storage.
- Piney Grove-Wilbon Road at Site Access 1:**
- Restrict the intersection to right-in/right-out with left-in
 - Provide a southbound left-turn lane on Piney Grove-Wilbon Road with 100 feet of storage and appropriate tapers
 - Provide a northbound right-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers
 - Construct Site Access 1 with one ingress lane and one egress lane
- Wade Nash Road at Site Access 2:**
- Provide an eastbound left-turn lane on Wade Nash Road with 100 feet of storage and appropriate tapers
 - Construct Site Access 2 with one ingress lane and one egress lane
- Future Wade Nash Road Realignment**
- Provide open space within the site to allow for future Wade Nash Road realignment
- THE IMPROVEMENTS THAT ARE LISTED ABOVE AND FINALIZED BY THE TRAFFIC MITIGATION AGREEMENT (TMA) SHALL BE DESIGNED AND CONSTRUCTED BY AND AT THE EXPENSE OF THE DEVELOPER.



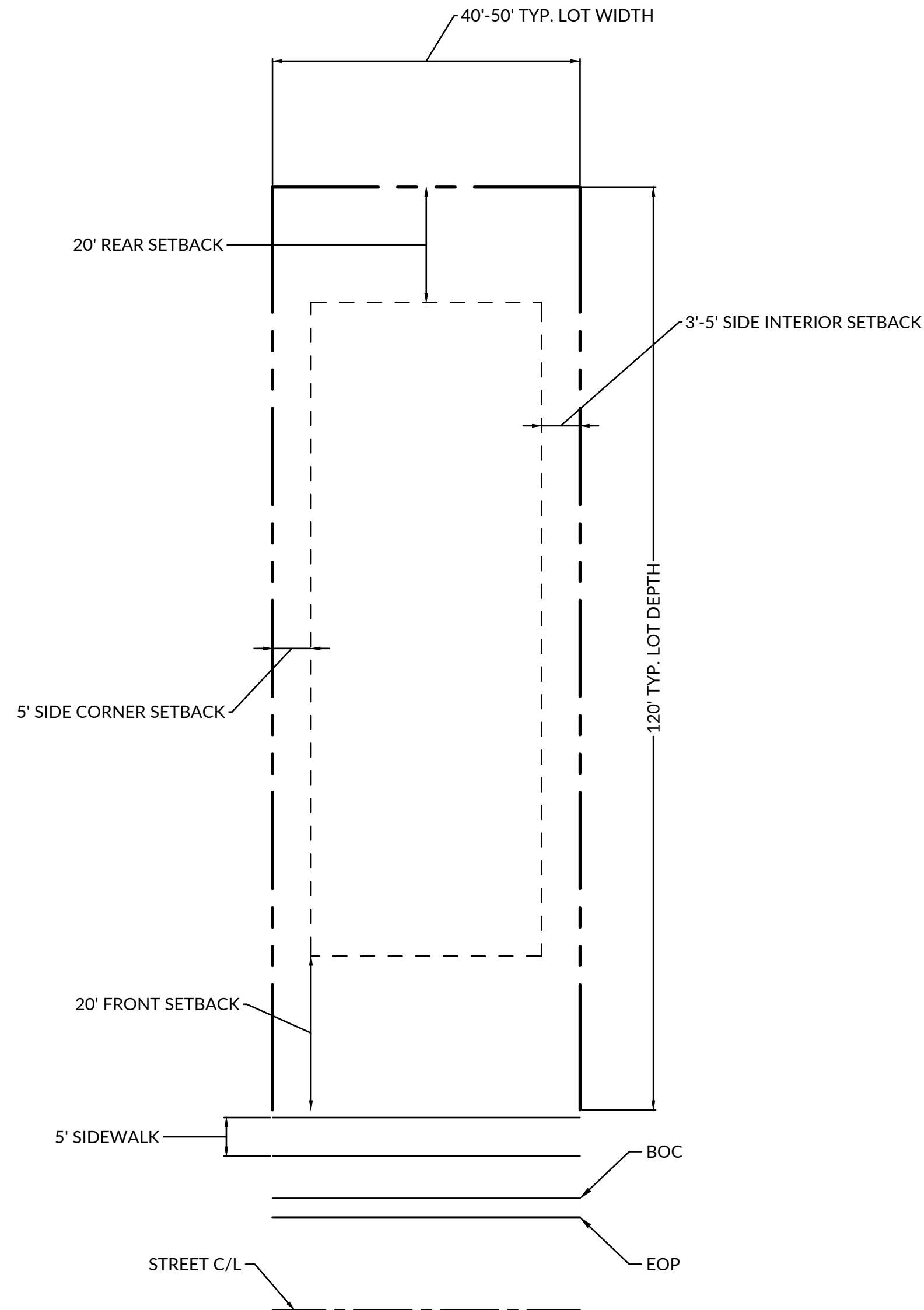






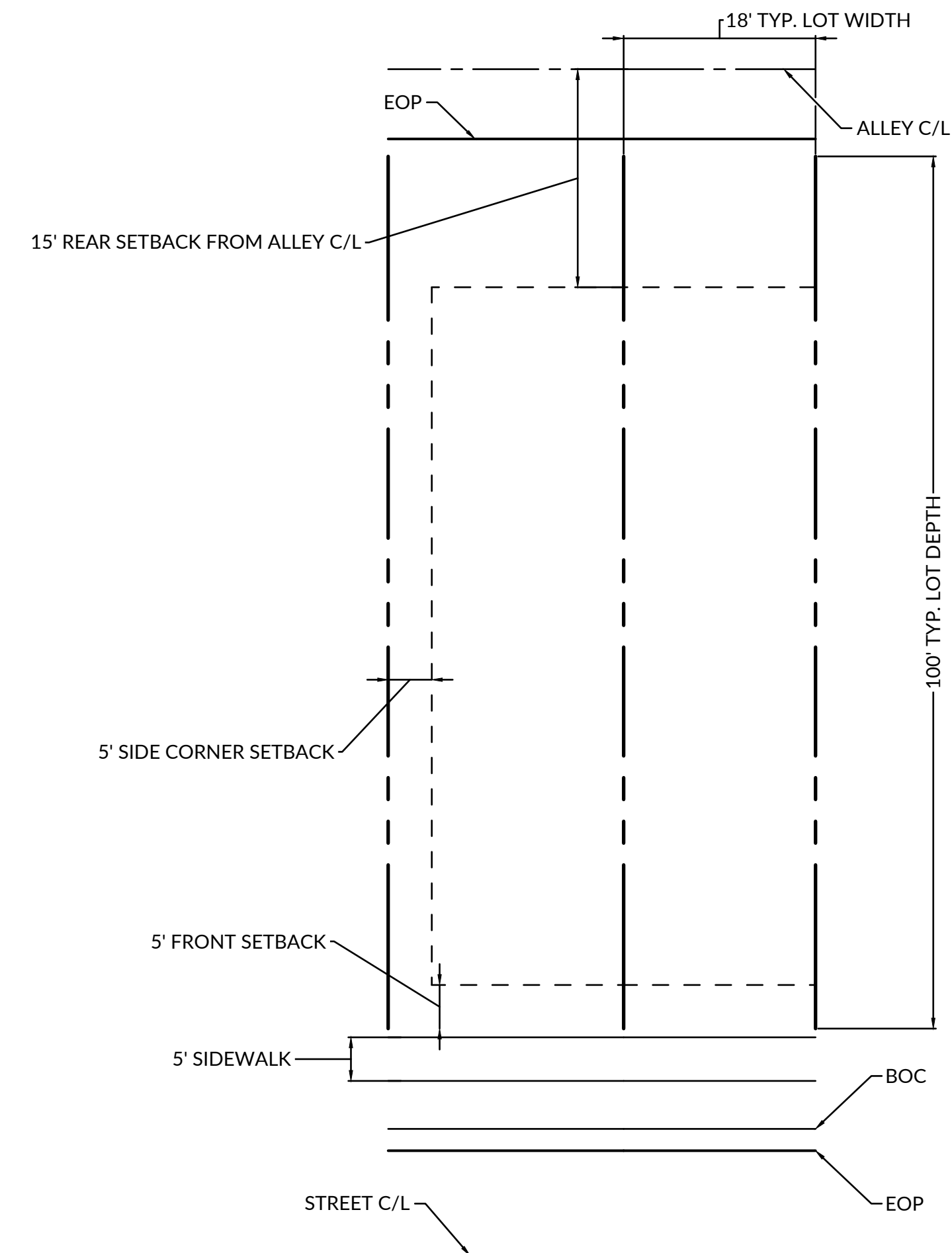


40' DETACHED (REAR LOAD)



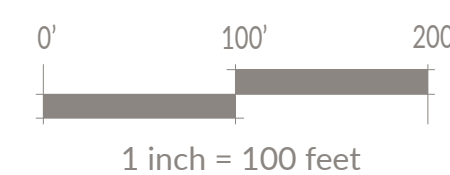
40'-50' DETACHED (FRONT LOAD)

40' LOTS - 3' INTERIOR SIDE SETBACK
50' LOTS - 5' INTERIOR SIDE SETBACK



18' TOWNHOME (REAR LOAD)

Maximum Gross Density (units/acre)	3.12
Primary Building Setbacks (ft)	
Front Setback - Alley Loaded (minimum)	5 ft
Front Setback - Front Loaded (minimum)	20 ft
Side - Corner Setback (minimum)	5 ft
Side - Interior Setback (minimum) 40' lots	3 ft
Side - Interior Setback (minimum) 50' lots	5 ft
Rear Setback (minimum)	20 ft
Rear Setback from Alley Centerline (minimum)	15 ft
Building Height (ft)	
Primary Structure(s) (maximum)	50 ft
Lots on a cul-de-sac may be narrower at the right-of-way but shall meet the minimum lot width at the front setback line.	



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

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

BY AND BETWEEN

**MARINA HOLLY SPRINGS, LLC
&
THE TOWN OF HOLLY SPRINGS**

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

WITNESSETH:

WHEREAS, the Developer proposes to develop an assemblage of tracts into a development known as “Symphonia,” which is generally located along the east side of Piney Grove Wilbon Road (“PGW”) north of its intersection with Wade Nash Road, as shown on Exhibit A. This assemblage of tracts totals approximately 48.8 acres (the “Property”). The Property will need to meet all requirements necessary to receive future approval for rezoning before the Symphonia development may proceed; and,

WHEREAS, as a part of the review of associated traffic impacts related to this proposed future development, the Town required a traffic impact analysis. The Town has determined that traffic mitigations in and around the intersection of PGW and Wade Nash Road, and the intersection of PGW and Honeycutt Road, are necessary; and,

WHEREAS, the Town’s adopted comprehensive transportation plan (“CTP”) contemplates that there will be a realignment of Honeycutt Road and Wade Nash Road such that these roads ultimately will connect and create a single intersection at PGW (“Potential Realignment”). A portion of the Potential Realignment crosses the Property. An excerpt of the relevant portion of the CTP generally showing the Potential Realignment is attached hereto and incorporated herein as Exhibit B; and,

WHEREAS, subject to the terms and conditions of this Agreement, Developer has agreed: (1) to design, construct and install a traffic signal at Wade Nash Road and PGW, which signal will be coupled with the current signal located at Honeycutt Road and PGW; (2) to set aside land within the Property (“Reserved Property”) in the amount that the Town will find adequate for the option of constructing the Potential Realignment, both as currently contemplated by the CTP and also as may be reasonably adjusted to meet future traffic needs; (3) to grant the Town an exclusive option to acquire the Reserved Property for Ten Dollars (\$10.00) within twenty (20) years of the Effective

Date of this Agreement and (4) to pay the Town Four Hundred Fifty Six Thousand Dollars (\$456,000.00) in Fees-in-Lieu for the future Potential Realignment; and,

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

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

WHEREAS, the Town considers the completion of the Symphonia development, subject to the conditions of this Agreement, to be favorable to the Town. Of utmost importance to the Town with respect to the addition of the Symphonia development is Developer's agreement to design, construct and install the "Dual Signalization" as referenced in this Agreement, to set aside the Reserved Property for the Potential Realignment, and to pay Fees-In-Lieu, among other standard development requirements; and,

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

ARTICLE I

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

2. Definitions:

- a. **Actual Costs:** The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed

or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. Developer's right of reimbursement for Actual Construction Costs pursuant to the terms of this Agreement is contingent upon Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

- b. **Construction Drawings**: The civil engineering drawings for the Project as submitted to and approved by the Town and other applicable authorities as required for the issuance of construction permits for the Project.
- c. **Effective Date**: The Effective Date of this Agreement shall be the date of the last signatory. The Town's obligations herein, if any, may commence when all Conditions Precedent of Article I, Paragraph 1 of this Agreement have been met.
- d. **Infrastructure Project(s)**: Any project or Public Improvement, described herein that will become an asset of the Town or NCDOT, regardless of who constructs it.
- e. **Parkland Dedication Fees-In-Lieu** – The Town's standard fee required for subdivision of land pursuant to N.G.G.S § 160D-804(d) and the Town's Unified Development Ordinance (UDO).
- f. **Project**: The Town's and Developer's plan to develop the Property in the manner described in the Master Plan, and as approved by the Town Council through its normal development process.
- g. **Public Improvements**: The construction, according to the specifications and conditions of the Town, of Dual Signalization at the PGW and Wade Nash Road intersection along with the fiber connection of this traffic signal with the current signal at the PGW and Honeycutt Road, for appropriate timing of the traffic signals, as described in the Master Plan or other construction documents approved by the Town. Under the same terms, Public Improvements also includes the Potential Realignment
- h. **Project Permits**: The building permits for the construction of the Project pursuant to the approved Construction Drawings.

ARTICLE II DESCRIPTION OF AGREEMENT

1. **TERM**: The duration of this Agreement is for five (5) years from the Effective Date, except that the Town's exclusive option to purchase the Reserved Property, as described in this Agreement, shall last for twenty (20) years from the Effective Date. The Parties are not precluded from entering into subsequent agreements that may extend any original term. Any

obligations of the Town to reimburse the Developer extending beyond expiration of the five (5) year Term shall be in full force and effect. Failure of the Developer to commence the Project within the five (5) year Term shall terminate all obligations herein, however failure to complete the Project within the five (5) year term shall not relieve the Developer or Town of its obligations. After ten (10) years of the Effective Date, any obligation of the Town to reimburse the Developer shall cease.

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

3. Public Improvements:

- (a) DUAL SIGNALIZATION: The Developer shall design, construct, install, and fully fund the installation of a new traffic signal at PGW and Wade Nash Roads. The Developer shall also fully fund a fiber connection between this new traffic signal and the traffic signal currently located at Honeycutt Road and PGW. This fiber connection will synchronize these two traffic signals to ensure appropriate signal timing for the optimal flow of traffic.
- (b) ON-SITE PROPERTY RESERVATION: The Developer shall hold and not develop the Reserved Property except as expressly allowed by section (c) (entitled "Option") of this Paragraph. The Reserved Property boundaries shall reserve all property that may be required for both the current CTP route and any updated alignment for the future construction of the Honeycutt Road Extension that the Town selects and shall include, at a minimum, all property necessary for the construction of the Honeycutt Road Extension, including all easements or other required rights-of-way. The Reserved Property will be identified as "future right of way reservation" on zoning submittals. This identification will include a note that states that upon (1) the expiration of the Option addressed in this Agreement or (2) the definitive decision by the Town that the Honeycutt Road Extension will not go through the Property, the Reserved Property may be used by the Developer for residential development. Further, all approved site plans and subdivisions for the Property shall note that, upon expiration of the Option, the Reserved Property shall revert to the Developer and shall be developable for residential dwellings consistent with the Rezoning.

- (c) **OPTION:** The Town shall have an exclusive option to purchase the Reserved Property from the Developer for ten dollars (\$10.00). This Option must be exercised by the Town within twenty (20) years of the Effective Date, and if not so exercised, this Option will expire at the conclusion of the twenty (20) year period.
- (d) **FEES-IN-LIEU PAYMENT:** The Developer shall pay the Town Four Hundred Fifty Six Thousand Dollars (\$456,000.00) as a Fee-In-Lieu for the Honeycutt Road Extension. The Developer shall pay the Town this amount prior to Civil Construction Drawing approval this payment is in addition to and not in lieu of any fees otherwise owed under a normal development process, which shall be paid in accordance with the timing provided in the Town's UDO and adopted annual budget ordinance.

ARTICLE III DEVELOPER'S DUTIES

Subject to the satisfaction of each of the Conditions Precedent:

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

ARTICLE V OTHER

Subject to the satisfaction of each of the Conditions Precedent:

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

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

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

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

5. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

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

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

FOR THE TOWN:

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

FOR THE DEVELOPER:

Marina Holly Springs, LLC
c/o Jason L. Barron, Attorney
Morningstar Law Group
424 Fayetteville Street, Suite 2200
Raleigh, NC 27601
JBarron@morningstarlawgroup.com

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

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

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

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

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

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

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

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

EXHIBIT A: Property Description(s)

EXHIBIT B: Potential Realignment of Wade Nash and Honeycutt Roads

[Signatures Appear on Following Page]

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

THE TOWN

(Town Seal)

TOWN OF HOLLY SPRINGS

BY: _____

Randy J. Harrington, Town Manager

Date Signed: _____

ATTEST:

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

This document is sufficient as to form.

John P. Schifano, Town Attorney

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

Tina Stroupe, Finance Director

NORTH CAROLINA
WAKE COUNTY

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

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

Notary Public

My Commission Expires: _ _ _

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

THE DEVELOPER

MARINA HOLLY SPRINGS, LLC, North Carolina limited liability company

By: _____

Name:

Title:

Date Signed: _____

STATE OF _____
_____ COUNTY

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

Date: _____

_____, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: _____

EXHIBIT A

Legal Description for Wake County PIN 0648704818

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE HAVING NC GRID / NAD 83(2011) COORDINATES N = 680,988.7462', E = 2,047,125.8827'; SAID EXISTING IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101) AND BEING THE POINT OF BEGINNING.

THENCE, FROM SAID POINT OF BEGINNING SO LOCATED, LEAVING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101), S 82°02'32" E – 184.28 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S 82°02'32" E – 94.70 FEET TO A NEW IRON STAKE; THENCE, N 02°29'54" E – 231.04 FEET TO A NEW IRON STAKE; THENCE, S 82°02'25" E – 209.20 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S 82°02'25" E – 29.98 FEET TO AN EXISTING IRON PIPE; THENCE, S 02°50'24" E – 282.30 FEET TO AN EXISTING IRON PIPE; THENCE, S 02°53'03" E – 108.92 FEET TO AN EXISTING IRON PIPE; THENCE, S 02°37'18" E – 61.46 FEET TO AN EXISTING IRON PIPE; THENCE, N 85°36'49" W – 84.14 FEET TO AN EXISTING IRON PIPE; THENCE, N 85°38'35" W – 210.05 FEET TO AN EXISTING IRON PIPE; THENCE, S 79°49'07" W – 256.92 FEET TO AN EXISTING IRON PIPE ON THE EASTERN RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101); THENCE, CONTINUING S 79°49'07" W – 30.16 FEET TO A POINT IN THE CENTERLINE OF PINEY GROVE WILBON ROAD (NCSR 1101); THENCE, ALONG THE CENTERLINE OF PINEY GROVE WILBON ROAD (NCSR 1101) THE FOLLOWING BEARINGS AND DISTANCES: N 03°46'46" W – 45.75 FEET TO A POINT; THENCE, N 00°34'47" W – 100.42 FEET TO A POINT; THENCE, N 00°58'00" E – 100.58 FEET TO A POINT; THENCE, N 02°00'06" E – 79.01 FEET TO A POINT; THENCE, LEAVING THE CENTERLINE OF PINEY GROVE WILBON ROAD (NCSR 1101), S 82°02'32" E – 30.23 FEET TO THE POINT AND PLACE OF BEGINNING;

THIS TRACT IS SUBJECT TO A "30' PRIVATE ROAD" AS SHOWN ON BOOK OF MAPS 1994, PAGE 560 AS RECORDED IN THE WAKE COUNTY REGISTRY AND SHOWN AS "HONEY BEE LANE" WITH A ROAD MAINTENANCE AGREEMENT RECORDED IN DEED BOOK 6096, PAGE 85 IN THE WAKE COUNTY REGISTRY.

CONTAINING 4.655 ACRES MORE OR LESS INCLUDING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101) AND HONEY BEE LANE AND 4.253 ACRES MORE OR LESS EXCLUDING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101) AND HONEY BEE LANE.

Legal Description for Wake County PIN 0648707749

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE HAVING NC GRID / NAD 83(2011) COORDINATES N = 680,835.1688', E = 2,047,860.6929'; SAID EXISTING IRON PIPE BEING THE POINT OF BEGINNING.

THENCE, FROM SAID POINT OF BEGINNING SO LOCATED, S 02° 49' 05" E - 109.06 FEET TO AN EXISTING IRON PIPE; THENCE, N 81° 07' 13" W – 199.94 FEET TO AN EXISTING IRON PIPE; THENCE, N 02° 53' 03" W - 108.93 FEET TO AN EXISTING IRON PIPE; THENCE S 81° 10' 00" E - 200.04 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 0.490 ACRES MORE OR LESS.

Legal Description for Wake County PIN 0648708966

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE HAVING NC GRID / NAD 83(2011) COORDINATES N = 681,147.7999°, E = 2,047,649.0661°; SAID EXISTING IRON PIPE BEING THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, S 82° 02' 25" E - 200.02 FEET TO AN EXISTING IRON STAKE; THENCE, S 82° 02' 25" E - 250.00 FEET TO AN EXISTING IRON STAKE; THENCE, S 02° 20' 43" E - 663.12 FEET TO AN EXISTING IRON STAKE; THENCE, N 85° 36' 57" W - 340.74 FEET TO A NEW IRON STAKE; THENCE, N 02° 50' 29" W - 239.44 FEET TO AN EXISTING IRON PIPE; THENCE, N 85° 38' 11" W - 99.22 FEET TO AN EXISTING IRON PIPE; THENCE, N 02° 37' 18" W - 61.46 FEET TO AN EXISTING IRON PIPE; THENCE, S 81° 07' 13" E - 199.94 FEET TO AN EXISTING IRON PIPE; THENCE, N 02° 49' 05" W - 109.06 FEET TO AN EXISTING IRON PIPE; THENCE, N 81° 10' 00" W - 200.04 FEET TO AN EXISTING IRON PIPE; THENCE, N 02° 50' 24" W - 282.30 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 5.807 ACRES MORE OR LESS.

Legal Description for Wake County PIN 0648717244

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE HAVING NC GRID / NAD 83(2011) COORDINATES N = 681,147.7999°, E = 2,047,649.0661°; SAID EXISTING IRON PIPE BEING THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N 82° 02' 25" W - 29.98 FEET TO AN EXISTING IRON STAKE; THENCE, N 02° 02' 25" W - 190.00 FEET TO AN EXISTING IRON STAKE; THENCE, S 82° 02' 25" E - 230.00 FEET TO AN EXISTING IRON STAKE; THENCE, S 02° 02' 25" E - 190.00 FEET TO AN EXISTING IRON STAKE; THENCE N 82° 02' 25" W - 200.02 FEET TO THE POINT AN PLACE OF BEGINNING;

CONTAINING 0.988 ACRES MORE OR LESS.

Legal Description for Wake County PIN 0648715314

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE HAVING NC GRID / NAD 83(2011) COORDINATES N = 681,443.2560°, E = 2,047,144.5782°; SAID EXISTING IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101) AND BEING THE POINT OF BEGINNING.

THENCE, FROM SAID POINT OF BEGINNING SO LOCATED, LEAVING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101), S 87°02'19" E - 938.62 FEET TO AN EXISTING IRON STAKE; THENCE, S 02°22'55" E - 309.59 FEET TO AN EXISTING IRON STAKE; THENCE, N 82°02'25" W - 250.00 FEET TO A NEW IRON STAKE; THENCE, N 02°02'25" W - 190.00 FEET TO A NEW IRON STAKE; THENCE, N 82°02'25" W - 230.00 FEET TO A NEW IRON STAKE; THENCE, S 02°02'25" E - 190.00 FEET TO A NEW IRON STAKE; THENCE, N 82°02'25" W - 209.20 FEET TO A NEW IRON STAKE; THENCE, CONTINUING N 82°02'25" W - 86.03 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 82°02'25" W - 8.67 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 82°02'25" W - 184.80 FEET TO AN EXISTING IRON PIPE ON THE EASTERN RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101); THENCE, CONTINUING N 82°02'25" W - 30.14 FEET TO A POINT IN THE CENTERLINE

OF PINEY GROVE WILBON ROAD (NCSR 1101); THENCE, ALONG THE CENTERLINE OF PINEY GROVE WILBON ROAD (NCSR 1101), N 02°32'34" E – 221.22 FEET TO A POINT IN THE CENTERLINE OF PINEY GROVE WILBON ROAD (NCSR 1101); THENCE, S 87°02'19" E – 29.21 FEET TO THE POINT AND PLACE OF BEGINNING;
CONTAINING 4.961 ACRES MORE OR LESS INCLUDING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101) AND 4.808 ACRES MORE OR LESS EXCLUDING THE RIGHT-OF-WAY OF PINEY GROVE WILBON ROAD (NCSR 1101).

LEGAL DESCRIPTION FOR WAKE COUNTY PIN 0648803844

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN EXISTING RAILROAD SPIKE HAVING NC GRID / NAD 83(2011) COORDINATES N = 679,918.6911', E = 2,048,124.1537'; SAID EXISTING RAILROAD SPIKE BEING LOCATED IN THE CENTERLINE OF WADE NASH ROAD (NCSR 1113) AND BEING THE POINT OF BEGINNING.
THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N 00° 15' 51" W - 29.83 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF WADE NASH ROAD (NCSR 1113); THENCE, CONTINUING N 00° 15' 51" W - 474.56 FEET TO AN EXISTING IRON STAKE; THENCE, N 02° 20' 43" W - 663.12 FEET TO AN EXISTING IRON STAKE; THENCE, N 02° 22' 55" W - 309.59 FEET TO AN EXISTING IRON STAKE; THENCE, N 02° 20' 26" W - 290.22 FEET TO AN EXISTING IRON STAKE IN THE CENTER OF HIGH POCKET DRIVE (60' PUBLIC EASEMENT); THENCE, ALONG THE CENTERLINE OF HIGH POCKET DRIVE (60' PUBLIC EASEMENT) THE FOLLOWING BEARINGS AND DISTANCES: N 88° 41' 05" E - 154.84 FEET TO AN EXISTING IRON PIPE; THENCE, N 88° 39' 58" E - 107.85 FEET TO AN EXISTING IRON PIPE; THENCE, N 88° 40' 10" E - 107.98 FEET TO AN EXISTING IRON PIPE; THENCE, N 88° 34' 56" E - 91.80 FEET TO POINT; THENCE, CONTINUING N 88° 34' 56" E - 16.67 FEET TO AN EXISTING IRON PIPE; THENCE, N 89° 52' 30" E - 34.82 FEET TO AN EXISTING IRON STAKE; THENCE, LEAVING THE CENTER OF HIGH POCKET DRIVE (60' PUBLIC EASEMENT), S 00° 53' 09" E - 330.00 FEET TO AN EXISTING IRON STAKE; THENCE, N 89° 53' 10" E - 54.00 FEET TO AN EXISTING IRON STAKE; THENCE, S 00° 53' 09" E - 252.00 FEET TO AN EXISTING IRON STAKE; THENCE, S 01° 23' 10" W - 277.20 FEET TO AN EXISTING IRON STAKE; THENCE, S 00° 11' 22" W - 923.85 FEET TO AN EXISTING RAILROAD SPIKE IN THE CENTERLINE OF WADE NASH ROAD (NCSR 1113); THENCE, ALONG THE CENTERLINE OF WADE NASH ROAD (NCSR 1113), N 89° 25' 05" W - 90.32 FEET TO A POINT; THENCE, CONTINUING ALONG THE CENTERLINE OF WADE NASH ROAD (NCSR 1113), N 89° 25' 05" W - 422.61 FEET TO THE POINT AND PLACE OF BEGINNING;
CONTAINING 21.477 ACRES MORE OR LESS INCLUDING THE RIGHT-OF-WAY OF WADE NASH ROAD (NCSR 1113) AND HIGH POCKET DRIVE (60' PUBLIC EASEMENT); AND 20.771 ACRES MORE OR LESS EXCLUDING THE RIGHT-OF-WAY OF WADE NASH ROAD (NCSR 1113) AND HIGH POCKET DRIVE (60' PUBLIC R/W).

LEGAL DESCRIPTION FOR WAKE COUNTY PIN 0648819331

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A NEW IRON STAKE HAVING NC GRID / NAD 83(2011) COORDINATES N = 681,696.6396', E = 2,048,854.3144'; SAID NEW IRON STAKE BEING THE NORTHWEST CORNER OF THE 1.00 AC. TRACT AS SHOWN ON BOOK OF MAPS 1982, PAGE 607 AS RECORDED IN THE WAKE COUNTY REGISTRY AND BEING THE POINT OF BEGINNING.
THENCE, FROM SAID POINT OF BEGINNING SO LOCATED, S 00°49'45" E – 229.99 FEET TO A NEW IRON STAKE; THENCE, N 89°53'42" E – 189.41 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 89°53'42" E – 200.23 FEET TO A NEW IRON STAKE; THENCE, S 00°53'09" E – 100.00 FEET TO AN EXISTING AXLE; THENCE, CONTINUING S 00°53'09" E – 252.00 FEET TO A NEW IRON STAKE; THENCE, S 89°53'10" W – 606.00 FEET TO A NEW IRON STAKE; THENCE, N 00°53'09" W – 252.00 FEET TO A NEW IRON STAKE; THENCE, S 89°53'10"

W – 54.00 FEET TO A NEW IRON STAKE; THENCE, N 00°53'09" W – 330.00 FEET TO A NEW IRON STAKE; THENCE, N 89°52'31" E – 270.59 FEET TO THE POINT AND PLACE OF BEGINNING;

THIS TRACT IS SUBJECT TO "30' PRIVATE ROAD EASEMENT" AS SHOWN ON BOOK OF MAPS 1982, PAGE 607 AS RECORDED IN THE WAKE COUNTY REGISTRY.

CONTAINING 6.449 ACRES MORE OR LESS INCLUDING "PRIVATE ROAD EASEMENT" AND 6.263 ACRES MORE OR LESS EXCLUDING "PRIVATE ROAD EASEMENT".

LEGAL DESCRIPTION FOR WAKE COUNTY PIN 0648809928

LYING IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON STAKE HAVING NC GRID / NAD 83(2011) COORDINATES N = 680,837.2146', E = 2,048,640.0390'; SAID NEW IRON STAKE BEING THE NORTHWEST CORNER OF THE NATALIE B. WOODSON, ET AL. PROPERTY AS RECORDED IN DEED BOOK 14737, PAGE 1320 IN THE WAKE COUNTY REGISTRY AND BEING THE POINT OF BEGINNING.

THENCE, FROM SAID POINT OF BEGINNING SO LOCATED, N 01°23'10" E – 277.20 FEET TO A NEW IRON STAKE; THENCE N 89°53'10" E – 606.00 FEET TO A NEW IRON STAKE; THENCE S 01°23'10" W – 277.20 FEET TO A NEW IRON STAKE; THENCE S 89°53'10" W – 606.00 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 3.855 ACRES MORE OR LESS.

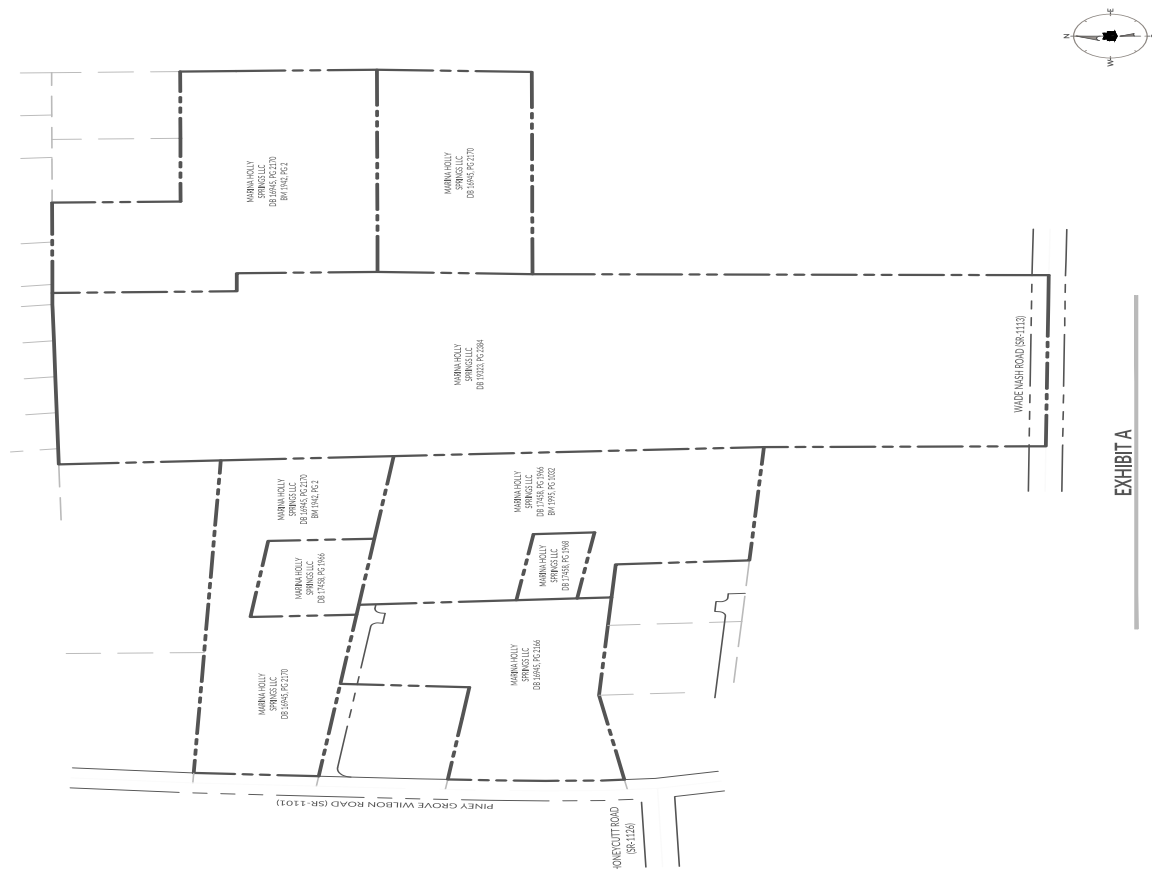
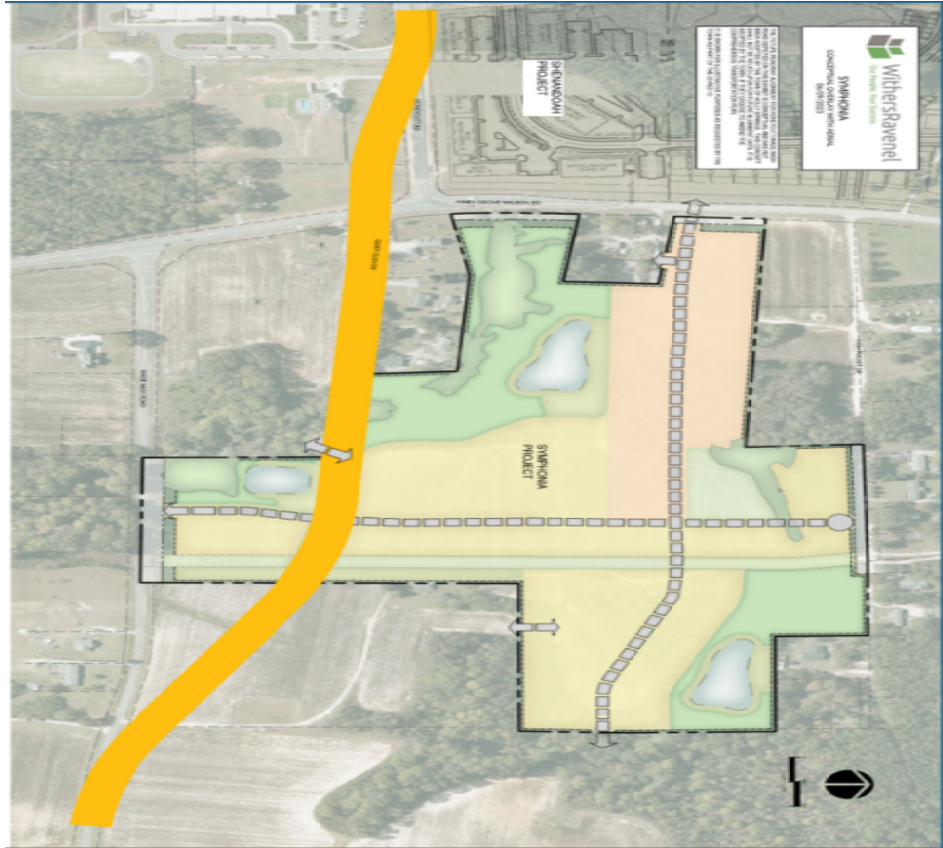


EXHIBIT B

POTENTIAL REALIGNMENT





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business

Title: Downtown Investment Grant Policy (DIG) Update

Strategic Priority Area: Growth Management & Economic Vitality

Vibrant Community

Organizational Excellence

Community Safety

Staff Resource: Tyler Garner, Economic Development

Action(s):

Approve the revised Downtown Investment Grant (DIG) Policy.

Explanation:

- The Downtown Investment Grant (DIG) Policy was created to stimulate job creation, private investment, and overall economic growth in the downtown area of Holly Springs.
- This action revises the existing Holly Springs downtown grant program to specifically incentivize targeted businesses such as retail; restaurants; technology & innovation; arts, entertainment & hospitality; wellness & healthy lifestyle; and small business headquarters.
- The updated policy provides for the Town to consider, on a case by case basis, awarding a specific DIG through which the Town may share in the expenses for the following:
 - approved public infrastructure costs up to \$100,000 for new construction / renovation of existing building
 - approved tenant construction upfit costs, physical improvements, and/or reimbursed development fees up to \$15,000
- The grant program process has been simplified and streamlined for applicants, including conversion from a paper application process to a digital application process.
- DIG grants are subject to funding availability.
- If approved, the effective date of the updated DIG policy will be November 1, 2024.

Background:

- Earlier versions of this policy were originally approved by the Council in 2008 and last updated in 2020.
- Mayor & Council input on proposed revisions to the DIG Policy was solicited at the September 10, 2024, and October 8, 2024, Town Council Workshops.

Funding Source(s):

Community Investment Plan - PAYGO

Attachment(s):

Town Council Business Meeting
October 15, 2024

1. TOHS DIG Policy_as of 10.9.24_Council Packet

 Holly Springs, N.C.	P-033.03	
	Downtown Investment Grant Program	
	Prepared By:	Daniel Weeks, Irena Krstanovic, Anna Murphy, Tyler Garner
	Department:	Administration, Economic Development
Policy & Procedure Statements of the Holly Springs Town Council	Date Approved by Council:	
	Effective Date:	
	Supersedes Old #:	P-033 & P-033.01 & P-033.02
	Old Effective Date:	September 15, 2020

1. **PREAMBLE:**

The Town of Holly Springs (the “Town”) Town Council (the “Council”), has determined that the general welfare of the residents of the Town is directly benefited by a vibrant and growing geographic center of the Town, defined by the Town as the “Downtown” as specified in the Town’s Comprehensive Plan, Vision Holly Springs, Section 1, Land Use & Character Plan, Small Area Plans, Downtown Area Plan. The Council understands that stimulating private sector investment, economic growth, and job creation in the Downtown is essential to the economic vitality of the Town as a whole. This policy supports the Council’s 2024-2025 Strategic Plan priority areas:

- a. Community Safety
- b. Growth Management & Economic Vitality
- c. Organizational Excellence
- d. Vibrant Community

The Council further determines that it may be necessary to encourage or stimulate certain development in the Downtown because of challenges to development or limiting real estate market forces. To this end, for projects located within the Downtown, the Town will consider, on a case by case basis, to award specific Downtown Investment Grants (DIG) through which the Town may share in the expenses related to public infrastructure (i.e. necessary public streets, on-street public parking, off-street public parking, sidewalks or side paths,

greenways, street furnishings, undergrounding of power lines, water lines, sanitary sewer lines, and/or stormwater control measures) or assist in cost of tenant construction upfit, approved reasonable physical improvements and/ or reimbursement of Town development fees to stimulate development and small business growth in the Downtown.

2. POLICY PURPOSE:

The purpose of this Policy is to establish a structured and consistent means for the DIG Committee to determine disbursement of DIG funds. Such proposals must have a significant and positive effect on the economic vitality of the community and be in compliance with sound public policy principles which, at a minimum, meet the following criteria:

- a. Provide for an increase and diversification in the existing tax base of the Town, with a target objective of delivering a satisfactory return on the Town's investment, taking into account investment, new jobs created, and intangible contributions to the Downtown.
- b. Are memorialized by written contractual agreements with the Applicant involved, binding it to minimum levels of performance described in this policy.
- c. Are compliant with existing laws, such as those laws governing economic development incentive grants under N.C.G.S. §158-7.1 and provide for openness and transparency to the extent possible.

3. DIG COMMITTEE:

This policy creates a DIG Committee ("Committee"), made up of the following members: Two Assistant Town Managers and Directors/Assistant Directors of the following Departments: Development Services, Economic Development, Parks & Recreation, and Utilities & Infrastructure. The Committee shall perform the following minimum activities which are managed by the Economic Development department: advertise the program and its benefits to the community, screen applicants based on the criteria established by this policy, recommend to the Town Manager those Applicants meeting the criteria (the "Applicants"), formulate and recommend to Council agreements with such successful Applicants, execute agreements approved by the Town Manager or Town Council, and monitor compliance.

4. DIG PROGRAM PARAMETERS:

4.1 Method for Determining Eligibility

In determining whether to award a DIG, the Committee will first evaluate if the project is located within the Downtown Area Boundary according to the Downtown Area Plan. Applicable projects include:

- a. Commercial construction
- b. Office development
- c. Mixed-use projects
- d. Residential development with ground floor retail

OR

- e. Tenant within one of these developments

The Committee will then assess if the Applicant is part of one or more of the following required DIG target industries that the Town wishes to attract to the Downtown:

- a. Retail
- b. Restaurant
- c. Technology & Innovation
- d. Arts/Entertainment/Hospitality
- e. Wellness & Healthy Lifestyle
- f. Small Business Headquarters

4.2 Criteria Used to Determine Grant Eligibility

For projects meeting the above, grant eligibility will be recommended by the Committee, and approved by either the Town Manager or the Council at its sole discretion, taking into consideration that an applicant must fulfill at least 3 of the following criteria:

- a. Job Creation
- b. Private Investment
- c. Public Art
- d. Diversity of product in relation to existing market
- e. Establishment that promotes foot traffic
- f. Improvement of the quality of place/community character
- g. Inclusion of green space/gathering space
- h. Intangible contributions that add to the quality of the product and are deemed relevant by the Town Manager or Council in its discretion

4.3 Options for Town Investment

DIG awards shall be limited to the following Town investment, which is determined based upon how the project meets performance criteria utilizing the guidelines specified in this policy and adopted by the Council.

a. New Construction / Renovation of Existing Building:

Up to \$100,000 of public infrastructure cost (contingent on available budgeted funds)

OR

b. Tenant Leasing Within Existing Building:

Up to \$15,000 towards tenant construction upfit cost, approved reasonable physical improvements and/or reimbursed development fees, (contingent on available budgeted funds)

Any grant shall be awarded at the sole discretion of the Town Manager or Council. The Council shall endeavor to support uses that align with its strategic vision and enhance areas of its comprehensive plans and is otherwise compliant with its authority under North Carolina economic development law. In the event of any modification, amendment, or termination of these guidelines, any DIG to which the Town previously committed will not be affected.

5. PROCEDURE FOR GRANT CONSIDERATION:

The following procedure will be utilized in considering a project for a DIG:

- a. The Applicant requesting a DIG shall submit an application and supporting documentation to the Economic Development department via the Town of Holly Springs Website or in-person in concurrence with submission of final set of plans or during fit up permit process with Development Services.
- b. The Economic Development department shall review application for completeness and notify applicants of acceptance and next steps or need for further documentation before acceptance.
- c. Following acceptance, the Economic Development department shall notify the Committee with considerable notice (minimum 2 weeks before meeting), send the application and place this as an agenda item for the first Development Review Committee meeting following the acceptance of the application. Based on the timing of the project, special meetings can be called if deemed necessary by the DIG Committee.
- d. The Committee shall review the information submitted, hold a formal meeting, and provide written recommendation to the Town Manager for or against the request for DIG based upon the project's plans to fulfill the performance criteria outlined in this policy.
- e. The Town Manager shall review the information submitted by the Applicant and the written recommendation from the Committee and respond with his/her recommendation for approval during a follow-up meeting with the Economic Development department and Economic Development Director.

- f. If the Town Manager approves (*for Tenant Leasing Within Existing Building Applicants only*) or recommends providing DIG to the applicant, then the Economic Development department shall notify the Town Attorney.
- g. The Town Attorney shall review the request for conformance with this policy and all state and/or other regulations regarding such and prepare a draft agreement that includes performance criteria that must be met in order to receive DIG.
- h. The Economic Development department will provide the final agreement to the applicant for review and signature.
- i. *For New Construction / Renovation of Existing Building Applicants & Tenant Leasing within Existing Building (if applicable):* Upon completion of the terms of the final agreement by the Town Attorney and Committee, and at a time agreeable to the Applicant, given its confidentiality concerns, the Economic Development department shall provide public notice and schedule the public hearing regarding the proposed incentives in accordance with the requirements of N.C. Gen. Stat. §158-7.1.
- j. *For New Construction / Renovation of Existing Building Applicants:* The Economic Development department shall add the agreement as an agenda item for the following Town Council Meeting with respect to the public hearing. The Council will make a decision as to whether to approve the terms of the DIG agreement, modify the terms, or deny the DIG by way of vote at this meeting.
- k. Upon Council or Town Manager approval (*for Tenant Leasing Within Existing Building Applicants only*), a DIG agreement will be executed which contractually binds the Town to make the investment, provides that the Applicant meets the performance criteria to which they mutually agreed in a manner agreed to between the Town and the Applicant, and provides for default mechanisms for the Applicant's failure to meet criteria.
- l. The Applicant will provide periodic verification of its compliance with the requirements to which it has agreed. Periodic verification shall be a written letter sent to the Economic Development department, reporting the status of the project at a time period of 3, 6, and 12 months (as applicable) after signing of the Agreement, and/or upon completion of all public infrastructure projects shown by acceptance of this public infrastructure by the Town, and at the receipt of Certification of Occupancy (CO). Staff will inform Council of the final closeout of the project through a Friday Briefing Memo.

6. FORM OF TOWN INVESTMENT:

The Town of Holly Springs DIG program does not consist of a standard set of grants or credits. Each fiscal year, the DIG program may receive funds obligated from the Town's general fund. These funds are not guaranteed and change each year based on the budget needs of the Town. On a case-by-case basis, the Town will consider contributions to qualifying projects, as funds are available,

for required public infrastructure (i.e. necessary public streets, on-street public parking, off-street public parking, sidewalks or side paths, greenways, street furnishings, undergrounding of power lines, water lines, sanitary sewer lines, and/or stormwater control measures) or to assist in covering required tenant construction upfit costs, approved reasonable physical improvements and/ or reimbursement of Town development fees.

7. PROCEDURE FOR GRANT DISBURSEMENT:

Upon Council or Town Manager approval, a DIG agreement will be executed which contractually binds the Town to make the investment, provided that the Applicant meets the performance criteria to which they mutually agreed in a manner agreed to between the Town and the Applicant and provides for default mechanisms for the Applicant's failure to meet criteria.

The agreed upon grant amount shall be paid to the Applicant, upon written demand by the Applicant, within 30 days of such demand, after such time as the public infrastructure is installed and accepted by the Town or a Certificate of Occupancy has been given. For New Construction or Renovation of Existing Building the grant amount shall be equal to or less than actual construction costs, no more than \$100,000, and is not to exceed what was agreed to in the DIG agreement based on the cost estimate provided at the time of the Committee meeting and during the DIG agreement being written. For Tenant Leasing in Existing Building the grant amount shall be up to or equal to \$15,000, and is not to exceed what was agreed to in the DIG agreement based on the cost estimate provided at the time of the Committee meeting and during the DIG agreement being written. Upon request of the grant funds, the Applicant shall supply all documentation necessary to substantiate the Actual Construction Cost (the real cost incurred for completing the work up to finalization) of the installed public infrastructure or construction upfit to the Director of Economic Development, who shall verify the costs. This includes every expense incurred during the planning, development, and execution phases. Adjustments should be made if the actual cost comes in under the agreed upon amount. In the event the Actual Construction Cost comes in lower than estimated and shared with the Committee at the time of the application submittal this will become the new amount awarded to the grantee.

8. CONCLUSION:

All DIG will be considered on a project-by-project basis, pursuant to these guidelines. By adopting these guidelines, the Town Manager or Council is not obligated to grant any DIG. These guidelines are not retroactive to any project which has been announced prior to the adoption of these guidelines. These guidelines are effective upon adoption by the Council.

End of Policy Statement No. P033.03

I, Linda McKinney, Town Clerk of the Town of Holly Springs, certify that this is a true and accurate copy of a policy statement adopted by the Holly Springs Town Council on _____, 2024, following a motion by Council member _____, a second by Council member _____ and a carrying vote of x-x.

Linda C. McKinney





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

New Business

Title: Main St. and NC 55 Right Turn Lane - Construction Contracts

Strategic Priority Area: Vibrant Community

Community Safety

Growth Management & Economic Vitality

Staff Resource: Tim Athy, Utilities and Infrastructure

Action(s):

1. Award and authorize the Town Manager to sign and execute the construction contract for the Main St. Right Turn Lane project to Fred Smith Company in the amount of \$776,519 (with an additional \$143,341 allocated as project contingency).
2. Authorize the Town Manager to negotiate, sign, and execute any other required agreements to include construction engineering & inspections (CEI) and contract administration (CA), amendments, or change orders necessary to deliver the Main St. Right Turn Lane project that are consistent with prior Council action, scope, and within the project budget and approved funding sources.
3. Award and authorize the Town Manager to sign and execute the Construction contract for NC 55 Right Turn Lane project to Fred Smith Company in the amount of \$1,695,560 (with an additional \$338,280 allocated as project contingency).
4. Authorize the Town Manager to negotiate, sign, and execute any other required agreements to include construction engineering & inspections (CEI) and contract administration (CA), amendments, or change orders necessary to deliver the NC 55 Right Turn Lane project that are consistent with prior Council action, scope, and within the project budget and approved funding sources.

Explanation:

- On September 26, 2024, Town staff opened four (4) contractor bids for the construction of the Main St. and NC 55 Right Turn Lane projects.
- Fred Smith Company was the lowest responsible responsive bidder at \$776,519 for Main St. Right Turn Lane and \$1,695,560 for NC 55 Right Turn Lane.
- Staff recommends awarding both construction contracts to Fred Smith Company.
- Funding for the projects is a combination of the 2018 Transportation Bond and federally funded Locally Administered Projects Program (LAPP) grant funds.
- Construction for both projects will occur simultaneously and both are expected to begin in the spring of 2025 (construction duration is anticipated to take approximately one year).
- Estimated construction costs for the two projects combined was \$2,525,581 compared to a combined bid cost of \$2,472,079. The combined bids are within Council-approved funding for the two projects.

Background:

- The Main St. Right Turn Lane project will add a northbound right turn lane along Main Street from near Earp Street to Holly Springs Road, providing stacking room for traffic turning onto Holly Springs Road so that northbound through traffic can keep moving.
- The project will include sidewalks, signal pedestrian crosswalks with crossing signals, and Town of Holly Springs fiber connectivity.
- The project budget that includes design, right-of-way and construction for the Main St Right Turn Lane allocates \$1,335,000 from the 2018 Transportation Bond with an additional \$780,000 awarded in federal LAPP Grant funds.
- The NC 55 Right Turn Lane project will add a new southbound right turn lane on N.C. 55 from Avent Ferry Rd. to Main St. to improve traffic flow onto South Main Street.
- The project budget that includes design, right-of-way and construction for the NC 55 Right Turn Lane allocates \$2,492,000 from the 2018 Transportation Bond with an additional \$508,000 awarded in federal LAPP Grant funds.

Funding Source(s):

Community Investment Plan - Transportation Bond / LAPP Grants

Attachment(s):

1. Main_Street_RTL_Letter_of_Recommendation
2. Main_St_RTL_Bid_Tabulations
3. NC55_RTL_Bid_Tabulations
4. NC55_RTL_Letter_of_Recommendation
5. RTL_Map

LETTER OF RECOMMENDATION FOR BID AWARD

October 2, 2024

Tim Athy, P.E.
Town of Holly Springs
Transportation Engineer
128 S. Main Street
Holly Springs, NC 27540

RE: **HL-0030 Main Street Right Turn Lane - Recommendation for Award**

Dear Mr. Athy:

On **September 26, 2024**, the Town took bids for the **HL-0030 Main Street Right Turn Lane**. In response to the Invitation to Bid, the Town received bids from **four** contractors. The low bidder **Fred Smith Company, LLC**, submitted a base bid of **\$776,519.00**.

Disadvantage Business Enterprises (DBE) Goals for the project were **6%**. **Fred Smith Company, LLC** submitted **DBE** participation of **6.3%**.

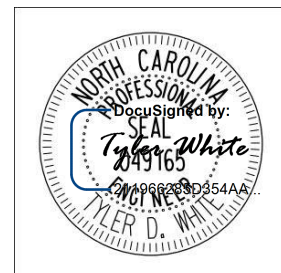
At the time the bids were received, **Kimley-Horn and Associates** checked each bid against the requirements contained in the Project Manual. The bid furnished by **Fred Smith Company, LLC** was determined to meet the requirements for a complete bid submittal.

Bids have also been evaluated for unbalanced bidding. This process included looking at **Fred Smith Company, LLC** unit prices and comparing them against the unit bid prices of the other three bidders. I found no evidence of unbalanced bidding by **Fred Smith Company, LLC**.

The evaluations and checks performed by **Kimley-Horn and Associates** indicate that **Fred Smith Company, LLC** has provided the Town with the lowest bid for its **HL-0030 Main Street Right Turn Lane** project. Additionally, everything we have evaluated indicates that **Fred Smith Company, LLC** is a responsible bidder and that it did make a good faith effort to meet the DBE goals established for this project. Accordingly, it is my recommendation that the Town of Holly Springs award **HL-0030 Main Street Right Turn Lane** project to **Fred Smith Company, LLC**.

Tyler White

Tyler White, PE
Project Manager
Kimley-Horn and Associates, Inc.



10/2/2024



Project: HL-0030 Main Street Right Turn Lane
 Prepared for: Town of Holly Springs
 By: Kimley-Horn and Associates, Inc.
 Date: 9/27/2024



Line Item Number	Sec. No	Pay Item Description	Units	Quantity	Engineers Estimate		Carolina Sunrock		Cardinal Civil		Fred Smith Company		Branch Civil	
					Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	800	MOBILIZATION	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 109,000.00	\$ 109,000.00	\$ 77,000.00	\$ 77,000.00	\$ 38,000.00	\$ 38,000.00	\$ 31,411.00	\$ 31,411.00
2	801	CONSTRUCTION SURVEYING	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 8,090.00	\$ 8,090.00	\$ 19,000.00	\$ 19,000.00	\$ 13,081.25	\$ 13,081.25	\$ 11,580.00	\$ 11,580.00
3	226	COMPREHENSIVE GRADING	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 257,200.00	\$ 257,200.00	\$ 249,000.00	\$ 249,000.00	\$ 179,900.00	\$ 179,900.00	\$ 95,475.00	\$ 95,475.00
4	226	UNDERCUT	CY	10	\$ 35.00	\$ 350.00	\$ 54.00	\$ 540.00	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 167.00	\$ 1,670.00
5	SP	EXPLORATORY EXCAVATION-STANDARD	HR	5	\$ 100.00	\$ 500.00	\$ 350.00	\$ 1,750.00	\$ 425.00	\$ 2,125.00	\$ 300.00	\$ 1,500.00	\$ 685.00	\$ 3,425.00
6	SP	EXPLORATORY EXCAVATION-VACUUM	HR	5	\$ 100.00	\$ 500.00	\$ 250.00	\$ 1,250.00	\$ 425.00	\$ 2,125.00	\$ 550.00	\$ 2,750.00	\$ 575.00	\$ 2,875.00
7	270	GEOTEXTILE FABRIC	SY	10	\$ 4.00	\$ 40.00	\$ 66.00	\$ 660.00	\$ 5.00	\$ 50.00	\$ 5.00	\$ 50.00	\$ 14.50	\$ 145.00
8	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	TON	26	\$ 80.00	\$ 2,080.00	\$ 84.50	\$ 2,197.00	\$ 44.00	\$ 1,144.00	\$ 40.00	\$ 1,040.00	\$ 185.00	\$ 4,810.00
9	310	15" RC PIPE CULVERTS, CLASS IV	LF	252	\$ 65.00	\$ 16,380.00	\$ 235.00	\$ 59,220.00	\$ 189.00	\$ 47,628.00	\$ 125.00	\$ 31,500.00	\$ 310.00	\$ 78,120.00
10	SP	FLOWABLE FILL	CY	0	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	340	PIPE REMOVAL	LF	64	\$ 25.00	\$ 1,600.00	\$ 43.50	\$ 2,784.00	\$ 143.00	\$ 9,152.00	\$ 30.00	\$ 1,920.00	\$ 355.00	\$ 22,720.00
12	505	SHALLOW UNDERCUT	CY	10	\$ 30.00	\$ 300.00	\$ 53.00	\$ 530.00	\$ 57.00	\$ 570.00	\$ -	\$ 600.00	\$ 60.00	\$ 600.00
13	505	CLASS IV SUBGRADE STABILIZATION	TON	1	\$ 25.00	\$ 25.00	\$ 500.00	\$ 500.00	\$ 47.00	\$ 47.00	\$ 34.00	\$ 34.00	\$ 97.00	\$ 97.00
14	545	INCIDENTAL STONE BASE	TON	50	\$ 50.00	\$ 2,500.00	\$ 77.50	\$ 3,875.00	\$ 53.00	\$ 2,650.00	\$ 70.00	\$ 3,500.00	\$ 100.00	\$ 5,000.00
15	607	MILLING ASPHALT PAVEMENT, 1 1/2" DEPTH	SY	170	\$ 7.00	\$ 1,190.00	\$ 28.00	\$ 4,760.00	\$ 39.00	\$ 6,630.00	\$ 11.50	\$ 1,955.00	\$ 122.00	\$ 20,740.00
16	607	INCIDENTAL MILLING	SY	25	\$ 10.00	\$ 250.00	\$ 176.00	\$ 4,400.00	\$ 18.00	\$ 450.00	\$ 100.00	\$ 2,500.00	\$ 127.00	\$ 3,175.00
17	610	ASPHALT CONC. BASE COURSE, TYPE B25.0C	TON	205	\$ 90.00	\$ 18,450.00	\$ 222.35	\$ 45,581.75	\$ 120.00	\$ 24,600.00	\$ 110.00	\$ 22,550.00	\$ 110.00	\$ 22,550.00
18	610	ASPHALT CONC. INTERMEDIATE COURSE, TYPE I9.0C	TON	125	\$ 80.00	\$ 10,000.00	\$ 171.50	\$ 21,437.50	\$ 120.00	\$ 15,000.00	\$ 85.00	\$ 10,625.00	\$ 140.00	\$ 17,500.00
19	610	ASPHALT CONC. SURFACE COURSE, TYPE S9.5C	TON	110	\$ 80.00	\$ 8,800.00	\$ 182.60	\$ 20,086.00	\$ 150.00	\$ 16,500.00	\$ 99.00	\$ 10,890.00	\$ 260.00	\$ 28,600.00
20	620	ASPHALT BINDER FOR PLANT MIX	TON	25	\$ 750.00	\$ 18,750.00	\$ 575.00	\$ 14,375.00	\$ 680.00	\$ 17,000.00	\$ 675.00	\$ 16,875.00	\$ 935.00	\$ 23,375.00
21	806	RIGHT OF WAY MARKERS	EA	4	\$ 250.00	\$ 1,000.00	\$ 325.00	\$ 1,300.00	\$ 420.00	\$ 1,680.00	\$ 450.00	\$ 1,800.00	\$ 450.00	\$ 1,800.00
22	840	MASONRY DRAINAGE STRUCTURE	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 5,475.00	\$ 21,900.00	\$ 4,300.00	\$ 17,200.00	\$ 5,500.00	\$ 22,000.00	\$ 8,975.00	\$ 35,900.00
23	840	FRAME WITH GRATE & HOOD, STD 840.03 E	EA	1	\$ 900.00	\$ 900.00	\$ 1,985.00	\$ 1,985.00	\$ 1,900.00	\$ 1,900.00	\$ 1,450.00	\$ 1,450.00	\$ 2,875.00	\$ 2,875.00
24	840	FRAME WITH GRATE & HOOD, STD 840.03 F	EA	3	\$ 900.00	\$ 2,700.00	\$ 1,960.00	\$ 5,880.00	\$ 1,900.00	\$ 5,700.00	\$ 1,475.00	\$ 4,425.00	\$ 2,985.00	\$ 8,955.00
25	840	PIPE COLLARS	CY	1	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
26	846	2'-6" CONCRETE CURB & GUTTER	LF	455	\$ 22.00	\$ 10,010.00	\$ 40.00	\$ 18,200.00	\$ 33.25	\$ 15,128.75	\$ 30.00	\$ 13,650.00	\$ 38.00	\$ 17,290.00
27	SP	CONCRETE STEPS	LS	1	\$ 300.00	\$ 300.00	\$ 6,690.00	\$ 6,690.00	\$ 4,000.00	\$ 4,000.00	\$ 4,400.00	\$ 4,400.00	\$ 2,210.00	\$ 2,210.00
28	848	4" CONCRETE SIDEWALK	SY	215	\$ 40.00	\$ 8,600.00	\$ 73.00	\$ 15,695.00	\$ 65.00	\$ 13,975.00	\$ 50.00	\$ 10,750.00	\$ 70.00	\$ 15,050.00
29	848	6" CONCRETE DRIVEWAY	SY	138	\$ 75.00	\$ 10,350.00	\$ 187.00	\$ 25,806.00	\$ 107.00	\$ 14,766.00	\$ 100.00	\$ 13,800.00	\$ 110.00	\$ 15,180.00
30	848	CONCRETE CURB RAMP	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,705.00	\$ 7,410.00	\$ 2,650.00	\$ 5,300.00	\$ 2,500.00	\$ 5,000.00	\$ 3,850.00	\$ 7,700.00
31	852	5" MONOLITHIC CONCRETE ISLAND (KEYED IN)	SY	1	\$ 93.00	\$ 93.00	\$ 145.00	\$ 145.00	\$ 85.00	\$ 85.00	\$ 110.00	\$ 110.00	\$ 560.00	\$ 560.00
32	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	EA	7	\$ 600.00	\$ 4,200.00	\$ 750.00	\$ 5,250.00	\$ 920.00	\$ 6,440.00	\$ 1,000.00	\$ 7,000.00	\$ 395.00	\$ 2,765.00
33	858	ADJUSTMENT OF CLEANOUT	EA	4	\$ 650.00	\$ 2,600.00	\$ 758.00	\$ 3,032.00	\$ 925.00	\$ 3,700.00	\$ 1,200.00	\$ 4,800.00	\$ 1,895.00	\$ 7,580.00
34	SP	REMOVE 48" CHAIN LINK FENCE	LF	80	\$ 15.00	\$ 1,200.00	\$ 50.00	\$ 4,000.00	\$ 53.00	\$ 4,240.00	\$ 44.75	\$ 3,580.00	\$ 32.00	\$ 2,560.00
35	SP	RELOCATE WAYFINDING SIGN	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 265.00	\$ 530.00	\$ 500.00	\$ 1,000.00	\$ 660.00	\$ 1,320.00
36	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	LF	290	\$ 2.50	\$ 725.00	\$ 2.75	\$ 797.50	\$ 3.20	\$ 928.00	\$ 2.60	\$ 754.00	\$ 3.25	\$ 942.50
37	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	LF	310	\$ 3.85	\$ 1,193.50	\$ 7.25	\$ 2,247.50	\$ 3.70	\$ 1,147.00	\$ 5.50	\$ 1,705.00	\$ 4.00	\$ 1,240.00
38	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	LF	55	\$ 16.00	\$ 880.00	\$ 22.75	\$ 1,251.25	\$ 17.00	\$ 935.00	\$ 16.00	\$ 880.00	\$ 18.00	\$ 990.00
39	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTERS (90 MILS)	EA	5	\$ 250.00	\$ 1,250.00	\$ 325.00	\$ 1,625.00	\$ 135.00	\$ 675.00	\$ 130.00	\$ 650.00	\$ 140.00	\$ 700.00
40	1205	REMOVAL OF PAVEMENT MARKING LINES 4"	LF	100	\$ 0.30	\$ 30.00	\$ 2.65	\$ 265.00	\$ 4.00	\$ 400.00	\$ 0.60	\$ 60.00	\$ 3.75	\$ 375.00
41	1205	REMOVAL OF PAVEMENT MARKING LINES 8"	LF	200	\$ 0.60	\$ 120.00	\$ 6.25	\$ 1,250.00	\$ 5.25	\$ 1,050.00	\$ 1.50	\$ 300.00	\$ 5.75	\$ 1,150.00
42	1205	REMOVAL OF PAVEMENT MARKING LINES 24"	LF	75	\$ 3.50	\$ 262.50	\$ 21.50	\$ 1,612.50	\$ 9.00	\$ 675.00	\$ 6.00	\$ 450.00	\$ 9.00	\$ 675.00
43	1515	RELOCATE WATER METER	EA	7	\$ 1,550.00	\$ 10,850.00	\$ 1,945.00	\$ 13,615.00	\$ 2,325.00	\$ 16,275.00	\$ 3,500.00	\$ 24,500.00	\$ 4,710.00	\$ 32,970.00
44	1515	WATER SERVICE LINE	LF	176	\$ 50.00	\$ 8,800.00	\$ 89.00	\$ 15,664.00	\$ 52.00	\$ 9,152.00	\$ 40.00	\$ 7,040.00	\$ 132.00	\$ 23,232.00
45	SP	CONCRETE WASHOUT STRUCTURE	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,620.00	\$ 1,620.00	\$ 1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00	\$ 2,390.00	\$ 2,390.00
46	1605	TEMPORARY SILT FENCE	LF	100	\$ 3.00	\$ 300.00	\$ 7.70	\$ 770.00	\$ 4.00	\$ 400.00	\$ 2.00	\$ 200.00	\$ 5.50	\$ 550.00
47	1615	TEMPORARY MULCHING	ACR	0.1	\$ 1,760.00	\$ 176.00	\$ 12,000.00	\$ 1,200.00	\$ 2,205.00	\$ 220.50	\$ 2,500.00	\$ 250.00	\$ 3,250.00	\$ 325.00
48	1620	SEED FOR TEMPORARY SEEDING	LB	50	\$ 11.00	\$ 550.00	\$ 20.00	\$ 1,000.00	\$ 5.00	\$ 250.00	\$ 3.00	\$ 150.00	\$ 4.50	\$ 225.00
49	1660	SEEDING AND MULCHING	ACR	0.5	\$ 3,850.00	\$ 1,925.00	\$ 8,000.00	\$ 4,000.00	\$ 3,675.00	\$ 1,837.50	\$ 1,250.00	\$ 625.00	\$ 8,250.00	\$ 4,125.00
50	1660	MOWING	ACR	0.5	\$ 330.00	\$ 165.00	\$ 2,000.00	\$ 1,000.00	\$ 550.00	\$ 275.00	\$ 225.00	\$ 112.50	\$ 335.00	\$ 167.50
51	1661	SEED FOR REPAIR SEEDING	LB	50	\$ 20.00	\$ 1,000.00	\$ 15.00	\$ 750.00	\$ 6.00	\$ 300.00	\$ 3.45	\$ 172.50	\$ 17.00	\$ 850.00
52	1661	FERTILIZER FOR REPAIR SEEDING	TON	0.25	\$ 2,310.00	\$ 577.50	\$ 4,000.00	\$ 1,000.00	\$ 2,625.00	\$ 656.25	\$ 1,200.00	\$ 300.00	\$ 2,215.00	\$ 553.75
53	1662	SEED FOR SUPPLEMENTAL SEEDING	LB	3	\$ 119.00	\$ 357.00	\$ 125.00	\$ 375.00	\$ 6.00	\$ 18.00	\$ 3.45	\$ 10.35	\$ 16.50	\$ 49.50
54	1665	FERTILIZER TOPDRESSING	TON	0.1	\$ 2,310.00	\$ 231.00	\$ 10,000.00	\$ 1,000.00	\$ 1,470.00	\$ 147.00	\$ 1,200.00	\$ 120.00	\$ 3,270.00	\$ 327.00
55	SP	TREE PROTECTION FENCE	LF	452	\$ 3.00	\$ 1,356.00	\$ 3.90	\$ 1,762.80	\$ 4.00	\$ 1,808.00	\$ 2.50	\$ 1,130.00	\$ 4.50	\$ 2,034.00
56	SP	BLOCK AND GRAVEL INLET PROTECTION (6.52)	EA	4	\$ 450.00	\$ 1,800.00	\$ 334.00	\$ 1,336.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 1,740.00	\$ 6,960.00
57	SP	SPECIAL INLET PROTECTION (GUTTER BUDDY)	EA	4	\$ 450.00	\$ 1,800.00	\$ 439.00	\$ 1,756.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 290.00	\$ 1,160.00
58	SP	SODDED LAWN	SF	0	\$ 2.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	SP	TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 86,690.00	\$ 86,690.00	\$ 60,000.00	\$ 60,000.00	\$ 94,000.00	\$ 94,000.00	\$ 101,500.00	\$ 101,500.00
60	PSP	ILEX X 'NELLIE R. STEVENS'	EA	3	\$ 800.00	\$ 2,400.00	\$ 2,859.00	\$ 8,577.00	\$ 645.00	\$ 1,935.00	\$ 480.00	\$ 1,440.00	\$ 540.00	\$ 1,620.00
61	PSP	LAGERSTROEMIA X 'BILOXI'	EA	7	\$ 500.00	\$ 3,500.00	\$ 1,324.00	\$ 9,268.00	\$ 300.00	\$ 2,100.00	\$ 250.00	\$ 1,750.00	\$ 290.00	\$ 2,030.00
62	PSP	ILEX VOMITORIA 'NANA'	EA	5	\$ 60.00	\$ 300.00	\$ 41.75	\$ 208.75	\$ 80.00	\$ 400.00	\$ 40.00	\$ 200.00	\$ 46.00	\$ 230.00



Project: HL-0030 Main Street Right Turn Lane
Prepared for: Town of Holly Springs
By: Kimley-Horn and Associates, Inc.
Date: 9/27/2024

Line Item Number	Sec. No	Pay Item Description	Units	Quantity	Engineers Estimate		Carolina Sunrock		Cardinal Civil		Fred Smith Company		Branch Civil	
					Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
63	PSP	LOROPETALUM CHINESE 'CRIMSON FIRE'	EA	19	\$ 60.00	\$ 1,140.00	\$ 45.25	\$ 859.75	\$ 58.00	\$ 1,102.00	\$ 42.00	\$ 798.00	\$ 49.00	\$ 931.00
64	PSP	CYNODON DACTYLON 'TIF 419'	SF	6,273	\$ 20.00	\$ 125,460.00	\$ 2.10	\$ 13,173.30	\$ 2.10	\$ 13,173.30	\$ 2.90	\$ 18,191.70	\$ 3.25	\$ 20,387.25
65	PSP	HARDWOOD MULCH	CY	100	\$ 80.00	\$ 8,000.00	\$ 82.10	\$ 8,210.00	\$ 84.00	\$ 8,400.00	\$ 75.00	\$ 7,500.00	\$ 85.50	\$ 8,550.00
66	PSP	TOPSOIL	CY	500	\$ 70.00	\$ 35,000.00	\$ 105.00	\$ 52,500.00	\$ 84.00	\$ 42,000.00	\$ 72.00	\$ 36,000.00	\$ 31.00	\$ 15,500.00
67	PSP	SOIL AMENDMENTS	CY	100	\$ 70.00	\$ 7,000.00	\$ 83.50	\$ 8,350.00	\$ 84.00	\$ 8,400.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00
68	PSP	ONE-YEAR LANDSCAPE ESTABLISHMENT	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,300.00	\$ 3,300.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,575.00	\$ 5,575.00
69	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION WITH COUNTDOWN)	EA	2	\$ 850.00	\$ 1,700.00	\$ 1,750.00	\$ 3,500.00	\$ 1,850.00	\$ 3,700.00	\$ 1,360.80	\$ 2,721.60	\$ 2,440.00	\$ 4,880.00
70	1705	SIGNAL CABLE	LF	1,100	\$ 4.00	\$ 4,400.00	\$ 6.50	\$ 7,150.00	\$ 7.00	\$ 7,700.00	\$ 4.60	\$ 5,060.00	\$ 7.50	\$ 8,250.00
71	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	EA	1	\$ 900.00	\$ 900.00	\$ 1,750.00	\$ 1,750.00	\$ 1,850.00	\$ 1,850.00	\$ 1,463.10	\$ 1,463.10	\$ 2,240.00	\$ 2,240.00
72	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 1,975.00	\$ 1,975.00	\$ 2,100.00	\$ 2,100.00	\$ 1,798.00	\$ 1,798.00	\$ 2,890.00	\$ 2,890.00
73	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 2,200.00	\$ 4,400.00	\$ 2,310.00	\$ 4,620.00	\$ 2,204.80	\$ 4,409.60	\$ 3,525.00	\$ 7,050.00
74	1715	UNPAVED TRENCHING (2", 2 conduits)	LF	110	\$ 9.00	\$ 990.00	\$ 25.00	\$ 2,750.00	\$ 26.47	\$ 2,911.70	\$ 29.90	\$ 3,289.00	\$ 33.00	\$ 3,630.00
75	1715	DIRECTIONAL DRILL (2", 2 conduits)	LF	110	\$ 28.00	\$ 3,080.00	\$ 42.00	\$ 4,620.00	\$ 44.10	\$ 4,851.00	\$ 34.10	\$ 3,751.00	\$ 61.75	\$ 6,792.50
76	1716	JUNCTION BOX (STANDARD SIZE)	EA	1	\$ 350.00	\$ 350.00	\$ 910.00	\$ 910.00	\$ 960.00	\$ 960.00	\$ 618.50	\$ 618.50	\$ 1,275.00	\$ 1,275.00
77	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	EA	1	\$ 550.00	\$ 550.00	\$ 2,725.00	\$ 2,725.00	\$ 2,900.00	\$ 2,900.00	\$ 1,573.50	\$ 1,573.50	\$ 2,475.00	\$ 2,475.00
78	1725	INDUCTIVE LOOP SAWCUT	LF	240	\$ 7.00	\$ 1,680.00	\$ 12.00	\$ 2,880.00	\$ 12.60	\$ 3,024.00	\$ 15.50	\$ 3,720.00	\$ 37.00	\$ 8,880.00
79	1726	LEAD-IN CABLE (14-2)	LF	1,170	\$ 3.00	\$ 3,510.00	\$ 3.25	\$ 3,802.50	\$ 3.40	\$ 3,978.00	\$ 3.20	\$ 3,744.00	\$ 5.50	\$ 6,435.00
80	SP	METAL POLE WITH SINGLE MAST ARM	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 42,700.00	\$ 42,700.00	\$ 51,000.00	\$ 51,000.00	\$ 33,901.20	\$ 33,901.20	\$ 45,860.00	\$ 45,860.00
81	SP	SOIL TEST	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,900.00	\$ 7,900.00	\$ 6,241.90	\$ 6,241.90	\$ 5,225.00	\$ 5,225.00
82	SP	DRILLED PIER FOUNDATION	CY	5.5	\$ 1,300.00	\$ 7,150.00	\$ 3,000.00	\$ 16,500.00	\$ 3,150.00	\$ 17,325.00	\$ 3,366.40	\$ 18,515.20	\$ 3,670.00	\$ 20,185.00
83	SP	MAST ARM WITH METAL POLE DESIGN	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 525.00	\$ 525.00	\$ 303.10	\$ 303.10	\$ 495.00	\$ 495.00
84	1745	SIGN FOR SIGNALS	EA	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 735.00	\$ 735.00	\$ 658.00	\$ 658.00	\$ 1,190.00	\$ 1,190.00
85	1743	TYPE I POST WITH FOUNDATION	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,200.00	\$ 8,400.00	\$ 4,729.00	\$ 9,458.00	\$ 4,200.00	\$ 8,400.00
86	1743	TYPE II PEDESTAL WITH FOUNDATION	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 4,614.00	\$ 4,614.00	\$ 6,500.00	\$ 6,500.00
87	SP	CONDUIT	LF	845	\$ 30.00	\$ 25,350.00	\$ 55.50	\$ 46,897.50	\$ 32.00	\$ 27,040.00	\$ 19.00	\$ 16,055.00	\$ 29.00	\$ 24,505.00
88	N/A	CONTINGENCY (10%)	LS	1	\$ 55,000.00	\$ 55,000.00								
					TOTAL \$	649,176.50	TOTAL \$	1,093,505.60	TOTAL \$	954,645.00	TOTAL \$	776,519.00	TOTAL \$	912,285.00

Town of Holly Springs
HL-0029 NC 55 Right Turn Lane Addition
Bid Tabulations

Engineer's Estimate									Branch Civil, Inc.		Cardinal Civil Contracting, LLC.		Fred Smith Company		Sunrock Industries, LLC.	
Line Item	Type	Item Number	Section	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	M	0000100000-N	800	Mobilization	1	LS	\$ 125,000.00	\$ 125,000.00	\$112,485.00	\$ 112,485.00	\$97,000.00	\$ 97,000.00	\$85,000.00	\$ 85,000.00	\$207,841.00	\$ 207,841.00
2	M	0000400000-N	801	Construction Surveying	1	LS	\$ 25,000.00	\$ 25,000.00	\$25,108.00	\$ 25,108.00	\$19,500.00	\$ 19,500.00	\$25,000.00	\$ 25,000.00	\$122,612.00	\$ 122,612.00
3	G	0001000000-E	200	Clearing and Grubbing (0.5 Acre)	1	LS	\$ 20,000.00	\$ 20,000.00	\$35,730.00	\$ 35,730.00	\$17,500.00	\$ 17,500.00	\$225,000.00	\$ 225,000.00	\$130,867.00	\$ 130,867.00
4	G	0008000000-E	200	Supplementary Clearing and Grubbing	1	Acre	\$ 10,000.00	\$ 10,000.00	\$3,500.00	\$ 3,500.00	\$11,000.00	\$ 11,000.00	\$1.00	\$ 1.00	\$15,000.00	\$ 15,000.00
5	G	0022000000-E	225	Unclassified Excavation	2,180	CY	\$ 30.00	\$ 65,400.00	\$18.50	\$ 40,330.00	\$45.50	\$ 99,190.00	\$14.00	\$ 30,520.00	\$53.50	\$ 116,630.00
6	G	0036000000-E	225	Undercut Excavation	500	CY	\$ 55.00	\$ 27,500.00	\$47.00	\$ 23,500.00	\$47.00	\$ 23,500.00	\$30.00	\$ 15,000.00	\$58.50	\$ 29,250.00
7	G	0106000000-E	230	Borrow Excavation	4,560	CY	\$ 45.00	\$ 205,200.00	\$70.00	\$ 319,200.00	\$35.25	\$ 160,740.00	\$18.00	\$ 82,080.00	\$71.00	\$ 323,760.00
8	G	0195000000-E	265	Select Granular Material	500	CY	\$ 55.00	\$ 27,500.00	\$98.50	\$ 49,250.00	\$65.50	\$ 32,750.00	\$20.00	\$ 10,000.00	\$119.00	\$ 59,500.00
9	G	0196000000-E	270	Geotextile for Soil Stabilization	900	SY	\$ 5.00	\$ 4,500.00	\$8.50	\$ 7,650.00	\$3.50	\$ 3,150.00	\$3.00	\$ 2,700.00	\$4.50	\$ 4,050.00
10	G	0225000000-E	SP	Reinforced Soil Slopes	907	SY	\$ 78.00	\$ 70,746.00	\$280.00	\$ 253,960.00	\$7.75	\$ 7,029.25	\$115.00	\$ 104,305.00	\$146.00	\$ 132,422.00
11	D	0318000000-E	300	Foundation Cond. Mat, Minor Strs	10	Tons	\$ 65.00	\$ 650.00	\$170.00	\$ 1,700.00	\$50.00	\$ 500.00	\$40.00	\$ 400.00	\$118.00	\$ 1,180.00
12	D	0320000000-E	300	Foundation Cond. Geotextile	20	SY	\$ 5.00	\$ 100.00	\$31.50	\$ 630.00	\$50.00	\$ 1,000.00	\$4.00	\$ 80.00	\$21.50	\$ 430.00
13	D	0448200000-E	310	15" RC Pipe Culverts, Class IV	32	LF	\$ 120.00	\$ 3,840.00	\$247.00	\$ 7,904.00	\$130.00	\$ 4,160.00	\$125.00	\$ 4,000.00	\$204.00	\$ 6,528.00
14	D	0448300000-E	310	18" RC Pipe Culverts, Class IV	8	LF	\$ 125.00	\$ 1,000.00	\$285.00	\$ 2,280.00	\$285.00	\$ 2,280.00	\$150.00	\$ 1,200.00	\$344.00	\$ 2,752.00
15	D	0448700000-E	310	48" RC Pipe Culverts, Class IV	20	LF	\$ 320.00	\$ 6,400.00	\$775.00	\$ 15,500.00	\$450.00	\$ 9,000.00	\$385.00	\$ 7,700.00	\$1,200.00	\$ 24,000.00
16	P	1011000000-N	500	Fine Grading (2,950 SY)	1	LS	\$ 50,000.00	\$ 50,000.00	\$26,300.00	\$ 26,300.00	\$170,000.00	\$ 170,000.00	\$298,000.00	\$ 298,000.00	\$93,740.00	\$ 93,740.00
17	G	1099500000-E	505	Shallow Undercut	100	CY	\$ 55.00	\$ 5,500.00	\$51.00	\$ 5,100.00	\$76.50	\$ 7,650.00	\$60.00	\$ 6,000.00	\$46.50	\$ 4,650.00
18	G	1099700000-E	505	Class IV Subgrade Stabilization	200	Tons	\$ 80.00	\$ 16,000.00	\$47.00	\$ 9,400.00	\$42.50	\$ 8,500.00	\$34.00	\$ 6,800.00	\$49.00	\$ 9,800.00
19	P	1121000000-E	520	Aggregate Base Course	2,010	Tons	\$ 55.00	\$ 110,550.00	\$66.50	\$ 133,665.00	\$34.25	\$ 68,842.50	\$34.00	\$ 68,340.00	\$49.00	\$ 98,490.00
20	P	1297000000-E	607	Milling Asphalt Pavement, 1.5" Depth	820	SY	\$ 15.00	\$ 12,300.00	\$15.30	\$ 12,546.00	\$9.00	\$ 7,380.00	\$11.50	\$ 9,430.00	\$11.50	\$ 9,430.00
21	P	1503000000-E	610	Asphalt Conc Intermediate Course, Type I19.0 C	590	Tons	\$ 105.00	\$ 61,950.00	\$115.00	\$ 67,850.00	\$106.00	\$ 62,540.00	\$85.00	\$ 50,150.00	\$113.00	\$ 66,670.00
22	P	1523000000-E	610	Asphalt Conc Surface Course, Type S9.5 C	480	Tons	\$ 110.00	\$ 52,800.00	\$185.00	\$ 88,800.00	\$106.00	\$ 50,880.00	\$99.00	\$ 47,520.00	\$100.00	\$ 48,000.00
23	P	1575000000-E	620	Asphalt Binder For Plant Mix	60	Tons	\$ 930.00	\$ 55,800.00	\$960.00	\$ 57,600.00	\$680.00	\$ 40,800.00	\$675.00	\$ 40,500.00	\$575.00	\$ 34,500.00
24	D	2022000000-E	815	Subdrain Excavation	44.8	CY	\$ 25.00	\$ 1,120.00	\$44.50	\$ 1,993.60	\$82.00	\$ 3,673.60	\$12.00	\$ 537.60	\$40.50	\$ 1,814.40
25	D	2026000000-E	815	Geotextile for Subsurface Drains	200	SY	\$ 5.00	\$ 1,000.00	\$11.30	\$ 2,260.00	\$7.25	\$ 1,450.00	\$3.00	\$ 600.00	\$9.60	\$ 1,920.00
26	D	2036000000-E	815	Subdrain Coarse Aggregate	33.6	CY	\$ 50.00	\$ 1,680.00	\$123.50	\$ 4,149.60	\$80.00	\$ 2,688.00	\$30.00	\$ 1,008.00	\$131.00	\$ 4,401.60
27	D	2044000000-E	815	6" Perforated Subdrain Pipe	200	LF	\$ 15.00	\$ 3,000.00	\$28.00	\$ 5,600.00	\$30.00	\$ 6,000.00	\$8.00	\$ 1,600.00	\$36.00	\$ 7,200.00
28	D	2070000000-N	815	Subdrain Pipe Outlet	1	EA	\$ 625.00	\$ 625.00	\$1,125.00	\$ 1,125.00	\$500.00	\$ 500.00	\$300.00	\$ 300.00	\$943.00	\$ 943.00
29	D	2077000000-E	815	6" Outlet Pipe	6	LF	\$ 100.00	\$ 600.00	\$110.00	\$ 660.00	\$64.00	\$ 384.00	\$60.00	\$ 360.00	\$39.00	\$ 234.00
30	D	2209000000-E	838	Endwalls	1.381	CY	\$ 2,250.00	\$ 3,107.25	\$8,650.00	\$ 11,945.65	\$11,151.34	\$ 15,400.00	\$4,000.00	\$ 5,524.00	\$11,930.00	\$ 16,475.33
31	D	2253000000-E	840	Pipe Collars	1.859	CY	\$ 2,400.00	\$ 4,461.60	\$2,875.00	\$ 5,344.63	\$3,600.00	\$ 6,692.40	\$3,000.00	\$ 5,577.00	\$2,525.00	\$ 4,693.98
32	D	2286000000-N	840	Masonry Drainage Structures	2	Each	\$ 5,000.00	\$ 10,000.00	\$6,350.00	\$ 12,700.00	\$5,500.00	\$ 11,000.00	\$5,500.00	\$ 11,000.00	\$4,430.00	\$ 8,860.00
33	D	2308000000-E	840	Masonry Drainage Structures	1.4	LF	\$ 850.00	\$ 1,190.00	\$600.00	\$ 840.00	\$550.00	\$ 770.00	\$750.00	\$ 1,050.00	\$822.00	\$ 1,150.80
34	D	2366000000-N	840	Frame with Two Grates, Std 840.24	1	Each	\$ 1,200.00	\$ 1,200.00	\$1,100.00	\$ 1,100.00	\$1,650.00	\$ 1,650.00	\$1,250.00	\$ 1,250.00	\$1,410.00	\$ 1,410.00
35	D	2396000000-N	840	Frame with Cover, Std. 840.54	1	Each	\$ 1,000.00	\$ 1,000.00	\$1,020.00	\$ 1,020.00	\$1,550.00	\$ 1,550.00	\$1,375.00	\$ 1,375.00	\$1,460.00	\$ 1,460.00
36	P	2549000000-E	846	2'-6" Concrete Curb and Gutter	130	LF	\$ 60.00	\$ 7,800.00	\$44.50	\$ 5,785.00	\$50.00	\$ 6,500.00	\$30.00	\$ 3,900.00	\$35.50	\$ 4,615.00
37	P	2591000000-E	848	4" Concrete Sidewalk	90	SY	\$ 60.00	\$ 5,400.00	\$135.00	\$ 12,150.00	\$68.00	\$ 6,120.00	\$50.00	\$ 4,500.00	\$67.50	\$ 6,075.00
38	GR	3030000000-E	862	Steel Beam Guardrail	1,085	LF	\$ 30.00	\$ 32,550.00	\$27.00	\$ 29,295.00	\$25.50	\$ 27,667.50	\$22.50	\$ 24,412.50	\$22.50	\$ 24,412.50
39	GR	3210000000-N	862	Guardrail End Units, Type Cat-1	1	Each	\$ 1,100.00	\$ 1,100.00	\$5,500.00	\$ 5,500.00	\$950.00	\$ 950.00	\$1,200.00	\$ 1,200.00	\$1,200.00	\$ 1,200.00
40	GR	3287000000-N	862	Guardrail End Units, Type TL-3	1	Each	\$ 3,600.00	\$ 3,600.00	\$950.00	\$ 950.00	\$5,150.00	\$ 5,150.00	\$1,000.00	\$ 1,000.00	\$1,100.00	\$ 1,100.00
41	GR	3360000000-E	863	Remove Existing Guardrail	1,128	LF	\$ 2.00	\$ 2,256.00	\$7.80	\$ 8,798.40	\$7.50	\$ 8,460.00	\$2.00	\$ 2,256.00	\$2.00	\$ 2,256.00
42	F	3575000000-E	SP	Generic Fencing Item - Ornamental C/A Fence	1,925	LF	\$ 40.00	\$ 77,000.00	\$33.50	\$ 64,487.50	\$34.00	\$ 65,450.00	\$36.00	\$ 69,300.00	\$32.00	\$ 61,600.00
43	G	3649000000-E	876	Rip Rap, Class B	14	Tons	\$ 95.00	\$ 1,330.00	\$154.50	\$ 2,163.00	\$120.00	\$ 1,680.00	\$120.00	\$ 1,680.00	\$97.50	\$ 1,365.00
44	D	3656000000-E	876	Geotextile For Drainage	935	SY	\$ 4.50	\$ 4,207.50	\$2.90	\$ 2,711.50	\$7.70	\$ 7,199.50	\$1.00	\$ 935.00	\$10.00	\$ 9,350.00
45	S	4025000000-E	901	Contractor Furnished, Type E Sign	39.75	SF	\$ 30.00	\$ 1,192.50	\$11.30	\$ 449.18	\$18.00	\$ 715.50	\$20.00	\$ 795.00	\$19.05	\$ 757.24
46	S	4025000000-E	901	Contractor Furnished, Type F Sign	44.75	SF	\$ 30.00	\$ 1,342.50	\$11.30	\$ 505.68	\$18.00	\$ 805.50	\$20.00	\$ 895.00	\$18.50	\$ 827.88
47	S	4072000000-E	903	Supports, 3 LB Steel U-Channel	252	LF	\$ 10.00	\$ 2,520.00	\$10.00	\$ 2,520.00	\$10.50	\$ 2,646.00	\$6.50	\$ 1,638.00	\$6.10	\$ 1,537.20
48	S	4102000000-N	904	Sign Erection, Type E (Ground Mounted)	5	Each	\$ 230.00	\$ 1,150.00	\$105.00	\$ 525.00	\$185.00	\$ 925.00	\$250.00	\$ 1,250.00	\$250.00	\$ 1,250.00
49	S	4108000000-N	904	Sign Erection, Type F (Ground Mounted)	4	Each	\$ 100.00	\$ 400.00	\$140.00	\$ 560.00	\$205.00	\$ 820.00	\$350.00	\$ 1,400.00	\$350.00	\$ 1,400.00
50	S	4116100000-N	904	Sign Erection, Relocate Type D (Ground Mounted)	3	Each	\$ 100.00	\$ 300.00	\$140.00	\$ 420.00	\$300.00	\$ 900.00	\$350.00	\$ 1,050.00	\$350.00	\$ 1,050.00
51	S	4192000000-N	907	Disposal of Support, U-Channel	11	Each	\$ 15.00	\$ 165.00	\$5.50	\$ 60.50	\$20.00	\$ 220.00	\$10.00	\$ 110.00	\$10.00	\$ 110.00
52	S	4237000000-N	907	Stockpile Sign, D, E, or F	7	Each	\$ 35.00	\$ 245.00	\$11.20	\$ 78.40	\$40.00	\$ 280.00	\$25.00	\$ 175.00	\$25.00	\$ 175.00
53	Y	4400000000-E	1110	Work Zone Signs (Stationary)	80	SF	\$ 10.00	\$ 800.00	\$16.50	\$ 1,320.00	\$10.00	\$ 800.00	\$25.00	\$ 2,000.00	\$22.50	\$ 1,800.00
54	Y	4405000000-E	1110	Work Zone Signs (Portable)	96	SF	\$ 25.00	\$ 2,400.00	\$16.50	\$ 1,584.00	\$26.95	\$ 2,587.20	\$40.00	\$ 3,840.00	\$11.00	\$ 1,056.00
55	Y	4410000000-E	1110	Work Zone Signs (Barricade Mounted)	2	SF	\$ 12.00	\$ 24.00	\$16.50	\$ 33.00	\$10.00	\$ 20.00	\$40.00	\$ 80.00	\$8.70	\$ 17.40
56	Y	4415000000-N	1115	Flashing Arrow Board	1	Each	\$ 3,000.00	\$ 3,000.00	\$1,380.00	\$ 1,380.00	\$6,200.30	\$ 6,200.30	\$6,000.00	\$ 6,000.00	\$4,120.00	\$ 4,120.00
57	Y	4430000000-N	1130	Drums	25	Each	\$ 65.00	\$ 1,625.00	\$45.00	\$ 1,125.00	\$73.23	\$ 1,830.75	\$85.00	\$ 2,125.00	\$50.50	\$ 1,262.50
58	Y	4445000000-E	1145	Barricades (Type III)	8	LF	\$ 35.00	\$ 280.00	\$36.00	\$ 288.00	\$30.00	\$ 240.00	\$35.00	\$ 280.00	\$23.00	\$ 184.00
59	Y	4465000000-N	1160	Temporary Crash Cushions	1	Each	\$ 11,500.00	\$ 11,500.00	\$9,550.00	\$ 9,550.00	\$11,500.00	\$ 11,500.00	\$15,000.00	\$ 15,000.00	\$11,400.00	\$ 11,400.00
60	Y	4480000000-N	1165	TMA	1	Each	\$ 40,000.00	\$ 40,000.00	\$16,850.00	\$ 16,850.00	\$9,200.00	\$ 9,200.00	\$10,000.00	\$ 10,000.00	\$41,100.00	\$ 41,100.00

Town of Holly Springs
HL-0029 NC 55 Right Turn Lane Addition
Bid Tabulations

61	Y	4485000000-E	1170	Portable Concrete Barrier	1,680	LF	\$	75.00	\$	126,000.00	\$33.75	\$	56,700.00	\$43.00	\$	72,240.00	\$50.00	\$	84,000.00	\$71.00	\$	119,280.00
62	Y	4600000000-N	SP	Pedestrian Transport Service (Per Trip)	20	Each	\$	15.00	\$	300.00	\$45.00	\$	900.00	\$100.00	\$	2,000.00	\$100.00	\$	2,000.00	\$154.00	\$	3,080.00
63	Y	4650000000-N	1251	Temporary Raised Markers	40	Each	\$	10.00	\$	400.00	\$11.30	\$	452.00	\$10.50	\$	420.00	\$10.00	\$	400.00	\$15.00	\$	600.00
64	PM	4685000000-E	1205	Thermoplastic Pavement Marking Lines (4",90 Mils)	1,895	LF	\$	2.50	\$	4,737.50	\$3.00	\$	5,685.00	\$2.75	\$	5,211.25	\$2.60	\$	4,927.00	\$1.75	\$	3,316.25
65	PM	4695000000-E	1205	Thermoplastic Pavement Marking Lines (8",90 Mils)	755	LF	\$	3.50	\$	2,642.50	\$6.20	\$	4,681.00	\$5.75	\$	4,341.25	\$5.50	\$	4,152.50	\$6.25	\$	4,718.75
66	PM	4720000000-E	1205	Thermoplastic Pavement Marking Character (90 Mils)	12	Each	\$	125.00	\$	1,500.00	\$145.50	\$	1,746.00	\$140.00	\$	1,680.00	\$130.00	\$	1,560.00	\$185.00	\$	2,220.00
67	PM	4725000000-E	1205	Thermoplastic Pavement Marking Symbol (90 Mils)	6	Each	\$	140.00	\$	840.00	\$196.50	\$	1,179.00	\$185.00	\$	1,110.00	\$175.00	\$	1,050.00	\$325.00	\$	1,950.00
68	PM	4810000000-E	1205	Paint Pavement Marking Lines (4")	1,895	LF	\$	1.00	\$	1,895.00	\$0.50	\$	947.50	\$0.50	\$	947.50	\$0.45	\$	852.75	\$0.65	\$	1,231.75
69	PM	4820000000-E	1205	Paint Pavement Marking Lines (8")	755	LF	\$	1.50	\$	1,132.50	\$1.00	\$	755.00	\$0.85	\$	641.75	\$0.80	\$	604.00	\$1.25	\$	943.75
70	PM	4835000000-E	1205	Paint Pavement Marking Lines (24")	30	LF	\$	5.00	\$	150.00	\$6.80	\$	204.00	\$7.00	\$	210.00	\$6.00	\$	180.00	\$3.50	\$	105.00
71	PM	4840000000-E	1205	Paint Pavement Marking Character	12	Each	\$	200.00	\$	2,400.00	\$90.00	\$	1,080.00	\$84.00	\$	1,008.00	\$80.00	\$	960.00	\$65.00	\$	780.00
72	PM	4845000000-E	1205	Paint Pavement Marking Symbol	6	Each	\$	40.00	\$	240.00	\$90.00	\$	540.00	\$84.00	\$	504.00	\$80.00	\$	480.00	\$65.00	\$	390.00
73	PM	4850000000-E	1205	Removal of Pavement Marking Lines (4")	1,895	LF	\$	2.00	\$	3,790.00	\$0.65	\$	1,231.75	\$0.70	\$	1,326.50	\$0.60	\$	1,137.00	\$1.65	\$	3,126.75
74	PM	4860000000-E	1205	Removal of Pavement Marking Lines (8")	755	LF	\$	3.00	\$	2,265.00	\$1.70	\$	1,283.50	\$1.60	\$	1,208.00	\$1.50	\$	1,132.50	\$5.75	\$	4,341.25
75	PM	4870000000-E	1205	Removal of Pavement Marking Lines (24")	30	LF	\$	6.00	\$	180.00	\$6.80	\$	204.00	\$7.00	\$	210.00	\$6.00	\$	180.00	\$18.50	\$	555.00
76	PM	4875000000-E	1205	Removal of Pavement Marking Symbols and Characters	18	Each	\$	80.00	\$	1,440.00	\$90.00	\$	1,620.00	\$85.00	\$	1,530.00	\$80.00	\$	1,440.00	\$225.00	\$	4,050.00
77	PM	4891000000-E	1205	Thermoplastic Pavement Marking Lines (24",90 Mils)	30	LF	\$	20.00	\$	600.00	\$15.70	\$	471.00	\$15.00	\$	450.00	\$14.00	\$	420.00	\$19.75	\$	592.50
78	PM	4905000000-N	1253	Snowplowable Pavement Markers	81	Each	\$	53.00	\$	4,293.00	\$107.00	\$	8,667.00	\$100.00	\$	8,100.00	\$95.00	\$	7,695.00	\$225.00	\$	18,225.00
79	LI	5155000000-E	1409	Electrical Duct, Type BD, Size 2"	1,928	LF	\$	20.00	\$	38,560.00	\$22.50	\$	43,380.00	\$5.25	\$	10,122.00	\$0.01	\$	19.28	\$62.00	\$	119,536.00
80	L	6000000000-E	1605	Temporary Silt Fence	2,970	LF	\$	3.00	\$	8,910.00	\$4.30	\$	12,771.00	\$3.15	\$	9,355.50	\$2.00	\$	5,940.00	\$3.10	\$	9,207.00
81	L	6006000000-E	1610	Erosion Control Stone, Class A	165	Tons	\$	75.00	\$	12,375.00	\$122.00	\$	20,130.00	\$56.50	\$	9,322.50	\$15.00	\$	2,475.00	\$93.00	\$	15,345.00
82	L	6009000000-E	1610	Erosion Control Stone, Class B	385	Tons	\$	95.00	\$	36,575.00	\$110.00	\$	42,350.00	\$57.50	\$	22,137.50	\$15.00	\$	5,775.00	\$97.50	\$	37,537.50
83	L	6012000000-E	1610	Sediment Control Stone	405	Tons	\$	50.00	\$	20,250.00	\$89.50	\$	36,247.50	\$48.25	\$	19,541.25	\$15.00	\$	6,075.00	\$67.00	\$	27,135.00
84	L	6015000000-E	1615	Temporary Mulching	0.5	Acre	\$	1,200.00	\$	600.00	\$2,025.00	\$	1,012.50	\$1,900.00	\$	950.00	\$2,500.00	\$	1,250.00	\$1,850.00	\$	925.00
85	L	6018000000-E	1620	Seed For Temporary Seeding	100	Lbs	\$	9.00	\$	900.00	\$1.10	\$	110.00	\$4.50	\$	450.00	\$3.00	\$	300.00	\$3.45	\$	345.00
86	L	6021000000-E	1620	Fertilizer For Temporary Seeding	1	Tons	\$	1,500.00	\$	1,500.00	\$674.50	\$	674.50	\$1,100.00	\$	1,100.00	\$500.00	\$	500.00	\$1,200.00	\$	1,200.00
87	L	6024000000-E	1622	Temporary Slope Drains	240	LF	\$	30.00	\$	7,200.00	\$13.25	\$	3,180.00	\$15.00	\$	3,600.00	\$10.00	\$	2,400.00	\$38.00	\$	9,120.00
88	L	6030000000-E	1630	Silt Excavation	2,450	CY	\$	10.00	\$	24,500.00	\$51.00	\$	124,950.00	\$20.00	\$	49,000.00	\$0.01	\$	24.50	\$28.50	\$	69,825.00
89	L	6036000000-E	1631	Matting for Erosion Control	5,561	CY	\$	2.50	\$	13,902.50	\$4.51	\$	25,080.11	\$1.75	\$	9,731.75	\$2.50	\$	13,902.50	\$3.00	\$	16,683.00
90	L	6037000000-E	SP	Coir Fiber Mat	10	SY	\$	12.50	\$	125.00	\$5.60	\$	56.00	\$14.00	\$	140.00	\$15.00	\$	150.00	\$11.50	\$	115.00
91	L	6038000000-E	SP	Permanent Soil Reinforcement Mat	450	SY	\$	10.00	\$	4,500.00	\$5.60	\$	2,520.00	\$4.20	\$	1,890.00	\$8.00	\$	3,600.00	\$7.80	\$	3,510.00
92	L	6042000000-E	1632	1/4" Hardware Cloth	80	LF	\$	10.00	\$	800.00	\$4.55	\$	364.00	\$7.00	\$	560.00	\$10.00	\$	800.00	\$18.00	\$	1,440.00
93	L	6043000000-E	1644	Low Permeable Geotextile	100	SY	\$	10.00	\$	1,000.00	\$16.90	\$	1,690.00	\$10.00	\$	1,000.00	\$25.00	\$	2,500.00	\$18.50	\$	1,850.00
94	L	6070000000-N	1639	Special Stilling Basins	10	Each	\$	2,000.00	\$	20,000.00	\$1,143.00	\$	11,430.00	\$1,700.00	\$	17,000.00	\$100.00	\$	1,000.00	\$968.00	\$	9,680.00
95	L	6071020000-E	1642	Flocculant	15	Lbs	\$	15.00	\$	225.00	\$11.25	\$	168.75	\$35.00	\$	525.00	\$15.00	\$	225.00	\$31.50	\$	472.50
96	L	6071030000-E	1640	Coir Fiber Baffle	155	LF	\$	15.00	\$	2,325.00	\$11.00	\$	1,705.00	\$11.00	\$	1,705.00	\$6.00	\$	930.00	\$6.10	\$	945.50
97	L	6071050000-E	1644	1-1/2" Skimmer	1	Each	\$	1,550.00	\$	1,550.00	\$4,375.00	\$	4,375.00	\$3,250.00	\$	3,250.00	\$2,503.07	\$	2,503.07	\$1,140.00	\$	1,140.00
98	L	6084000000-E	1660	Seeding and Mulching	3	Acre	\$	3,700.00	\$	11,100.00	\$4,497.00	\$	13,491.00	\$3,500.00	\$	10,500.00	\$1,250.00	\$	3,750.00	\$2,150.00	\$	6,450.00
99	L	6087000000-E	1660	Mowing	0.5	Acre	\$	250.00	\$	125.00	\$562.00	\$	281.00	\$325.00	\$	162.50	\$225.00	\$	112.50	\$225.00	\$	112.50
100	L	6090000000-E	1661	Seed for Repair Seeding	50	Lbs	\$	18.00	\$	900.00	\$1.20	\$	60.00	\$4.50	\$	225.00	\$3.45	\$	172.50	\$3.45	\$	172.50
101	L	6093000000-E	1661	Fertilizer For Repair Seeding	0.25	Tons	\$	2,300.00	\$	575.00	\$675.00	\$	168.75	\$2,100.00	\$	525.00	\$1,200.00	\$	300.00	\$1,200.00	\$	300.00
102	L	6096000000-E	1662	Seed For Supplemental Seeding	50	Lbs	\$	12.00	\$	600.00	\$1.20	\$	60.00	\$4.50	\$	225.00	\$3.45	\$	172.50	\$3.45	\$	172.50
103	L	6108000000-E	1665	Fertilizer Topdressing	0.25	Tons	\$	1,500.00	\$	375.00	\$385.00	\$	96.25	\$1,500.00	\$	375.00	\$1,200.00	\$	300.00	\$1,200.00	\$	300.00
104	L	6114500000-N	1667	Specialized Hand Mowing	10	Mhr	\$	100.00	\$	1,000.00	\$90.00	\$	900.00	\$200.00	\$	2,000.00	\$115.00	\$	1,150.00	\$95.00	\$	950.00
105	L	6117000000-N	1675	Response for Erosion Control	25	Each	\$	100.00	\$	2,500.00	\$56.25	\$	1,406.25	\$325.00	\$	8,125.00	\$10.00	\$	250.00	\$250.00	\$	6,250.00
106	L	6117500000-N	SP	Concrete Washout Structure	2	Each	\$	1,500.00	\$	3,000.00	\$2,024.00	\$	4,048.00	\$1,200.00	\$	2,400.00	\$2,500.00	\$	5,000.00	\$1,495.00	\$	2,990.00
107	L	611480000-N	SP	Manual Litter Removal	1	Mhr	\$	50.00	\$	50.00	\$90.00	\$	90.00	\$200.00	\$	200.00	\$80.00	\$	80.00	\$45.00	\$	45.00
108	L	6114900000-E	SP	Litter Disposal	1	Tons	\$	350.00	\$	350.00	\$562.00	\$	562.00	\$250.00	\$	250.00	\$500.00	\$	500.00	\$300.00	\$	300.00
109	Z	7048500000-E	1705	Pedestrian Signal Head (16", 1-Section w/ Countdown)	2	Each	\$	950.00	\$	1,900.00	\$1,757.00	\$	3,514.00	\$1,850.00	\$	3,700.00	\$1,360.80	\$	2,721.60	\$1,750.00	\$	3,500.00
110	Z	7060000000-E	1705	Signal Cable	2,185	LF	\$	5.00	\$	10,925.00	\$5.90	\$	12,891.50	\$6.85	\$	14,967.25	\$4.60	\$	10,051.00	\$6.50	\$	14,202.50
111	Z	7120000000-E	1705	Vehicle Signal Head (12", 3-Section)	9	Each	\$	1,000.00	\$	9,000.00	\$1,771.00	\$	15,939.00	\$1,850.00	\$	16,650.00	\$1,463.10	\$	13,167.90	\$1,750.00	\$	15,750.00
112	Z	7252000000-E	1710	Messenger Cable (3/8")	330	LF	\$	4.00	\$	1,320.00	\$6.40	\$	2,112.00	\$6.15	\$	2,029.50	\$6.40	\$	2,112.00	\$5.85	\$	1,930.50
113	Z	7279000000-E	1715	Tracer Wire	2,220	LF	\$	1.65	\$	3,663.00	\$1.70	\$	3,774.00	\$3.15	\$	6,993.00	\$1.80	\$	3,996.00	\$3.00	\$	6,660.00
114	Z	7300000000-E	1715	Unpaved Trenching (1, 2")	490	LF	\$	17.00	\$	8,330.00	\$17.40	\$	8,526.00	\$23.10	\$	11,319.00	\$19.30	\$	9,457.00	\$22.00	\$	10,780.00
115	Z	7300000000-E	1715	Unpaved Trenching (2, 2")	40	LF	\$	20.00	\$	800.00	\$27.00	\$	1,080.00	\$26.25	\$	1,050.00	\$29.90	\$	1,196.00	\$25.00	\$	1,000.00
116	Z	7301000000-E	1715	Directional Drill (2, 2")	765	LF	\$	30.00	\$	22,950.00	\$49.00	\$	37,485.00	\$44.10	\$	33,736.50	\$34.10	\$	26,086.50	\$42.00	\$	32,130.00
117	Z	7324000000-N	1720	Junction Box (Standard Size)	6	Each	\$	750.00	\$	4,500.00	\$985.00	\$	5,910.00	\$960.00	\$	5,760.00	\$618.50	\$	3,711.00	\$910.00	\$	5,460.00
118	Z	7360000000-N	1720	Wood Pole	1	Each	\$	1,500.00	\$	1,500.00	\$3,763.00	\$	3,763.00	\$2,550.00	\$	2,550.00	\$2,884.90	\$	2,884.90	\$2,400.00	\$	2,400.00
119	Z	7372000000-N	1721	Guy Assembly	4																	

Town of Holly Springs
HL-0029 NC 55 Right Turn Lane Addition
Bid Tabulations

125	Z	7541000000-N	1731	Modify Splice Enclosure	2	Each	\$ 2,000.00	\$ 4,000.00	\$2,914.00	\$ 5,828.00	\$3,250.00	\$ 6,500.00	\$2,878.00	\$ 5,756.00	\$3,100.00	\$ 6,200.00
126	Z	7636000000-N	1745	Sign for Signals	4	Each	\$ 750.00	\$ 3,000.00	\$1,515.00	\$ 6,060.00	\$735.00	\$ 2,940.00	\$658.00	\$ 2,632.00	\$700.00	\$ 2,800.00
127	Z	7642200000-N	1743	Type II Pedestal with Foundation	2	Each	\$ 2,000.00	\$ 4,000.00	\$5,270.00	\$ 10,540.00	\$5,250.00	\$ 10,500.00	\$4,614.00	\$ 9,228.00	\$5,000.00	\$ 10,000.00
128	Z	7980000000-N	SP	Vehicle Preemption System Intersection Equipment	3	Each	\$ 5,000.00	\$ 15,000.00	\$22,350.00	\$67,050.00	\$15,225.00	\$ 45,675.00	\$13,308.20	\$ 39,924.60	\$14,500.00	\$ 43,500.00
129	L	5265000000-E	SP	Furnish/Install Duke Energy Lighting 2" Schedule 40 Conduit	1,928	Each	\$ 20.00	\$ 38,560.00	\$22.50	\$ 43,380.00	\$19.50	\$ 37,596.00	\$19.00	\$ 36,632.00	\$62.00	\$ 119,536.00
														</		

STANDARD LETTER OF RECOMMENDATION FOR BID AWARD

Date: 10/07/24

Tim Athy

Town of Holly Springs

128 S. Main Street

Holly Springs, NC 27540

RE: HL-0029 (NC 55 Right Turn Lane Addition) – Recommendation for Award

Dear Mr. Athy:

On 09/26/2024, the Town took bids for the HL-0029 project. In response to the Invitation to Bid, the Town received bids from 4 firms. The low bidder for the combined contracts of HL-0029 and HL-0030, Fred Smith Company, submitted a bid of \$ \$1,695,560.00 for HL-0029.

Minority Business (MB) and Women Business (WB) Enterprise Goals (MWBE) for the project were 10.0 %. Fred Smith Company submitted MWBE participation of 10.0%.

At the time the bids were received, Spencer Merritt (Summit Design & Engineering Services) checked each bid against the requirements contained in the Project Manual. The bid furnished by Fred Smith Company was determined to meet the requirements for a complete bid submittal.

Bids have also been evaluated for unbalanced bidding. This process included looking at Fred Smith Company unit prices and comparing them against the unit bid prices of the other bidders. I found no evidence of unbalanced bidding by Fred Smith Company.

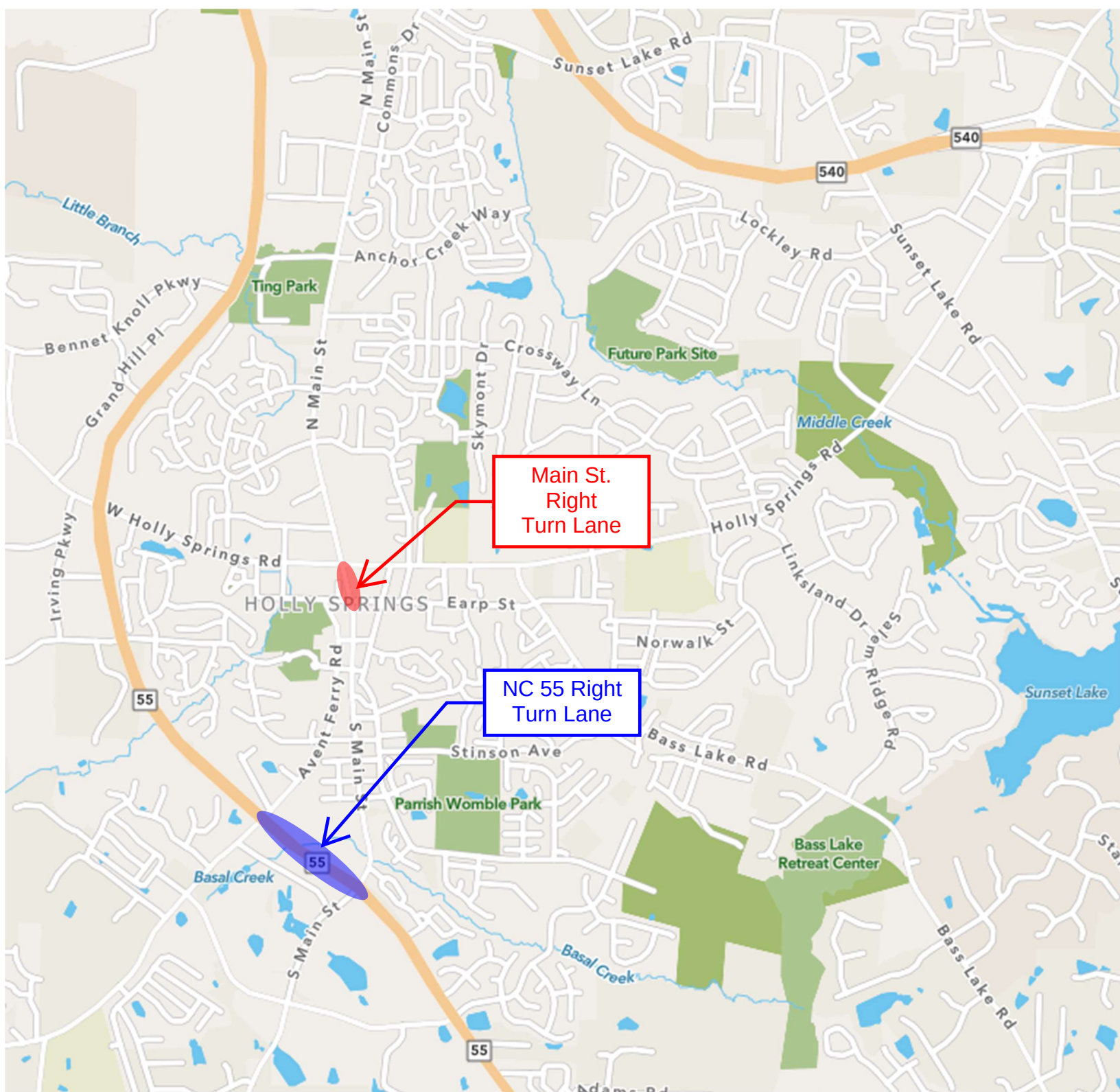
The evaluations and checks performed by Summit Design & Engineering Services indicate that Fred Smith Company has provided the Town with the lowest bid to the two Town projects (HL-0029 and HL-0030). Additionally, everything we have evaluated indicates that Fred Smith Company is a responsible bidder and that it did make a good faith effort to meet the MB and WB goals established for this project. Accordingly, it is my recommendation that the Town of Holly Springs award the HL-0029 project to Fred Smith Company.

Spencer W. Merritt

10-07-2014

Project Consultant Engineer Sign and Seal







Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 20.

New Business

Title: Ting Park - Oak Hall Greenway Professional Services Contract for Design - (TOHS Project 23-015)

Strategic Priority Area: Vibrant Community

Staff Resource: Matt Beard, Parks & Recreation, Michael Leonas, Utilities and Infrastructure, Chelsea Davis, Utilities and Infrastructure

Action(s):

- Approve and award a contract for Professional Services to Benesch, Inc. in the amount of \$157,751 for the design of the Ting Park to Oak Hall Greenway project.
- Authorize the Town Manager to execute the contract and any necessary change orders for additional professional services as may be required for the project design phase (unforeseen conditions, etc.) not to exceed 14% of the contract amount (\$22,249) for a total value of \$180,000.

Explanation:

- Utilities & Infrastructure (U&I) and Parks & Recreation (P&R) staff issued a Request for Qualifications (RFQs) for professional services for the design phase of the Ting - Oak Hall Greenway in accordance with the statutory Qualification Based Selection (QBS) requirements.
- The greenway is estimated to be approximately 1,050 ft in length.
- Seven (7) qualification packages were received from reputable local and national engineering firms. The review team, comprised of P&R and U&I staff, reviewed the qualification packages submitted utilizing the evaluation criteria provided in the RFQ.
- After evaluation, the review team selected Alfred Benesch & Company as the lead consultant with sub-consultants WithersRavenel and Froehling & Robertson. The project team brings a diversity of experience in multi-use paths and greenway design, with a number of similar projects with bridges being completed within the Triangle Region.
- After being notified of their selection, Benesch provided a scope and fee proposal for professional design services, including structural engineering components. Staff reviewed the scope and fee proposal and found them to be reasonable and appropriate for the scope of services to be provided.
- The proposed scope of work for design has an expected timeline of eight months.

Background:

- The Ting Park to Oak Hall Greenway was identified as a priority connection in the greenway evaluation process and endorsed by Council as a priority connection greenway. The project will provide a connection from Muses Mill Court in the Oak Hall neighborhood

Town Council Business Meeting
October 15, 2024

to the existing Ting Park greenway which will link with the future greenway segment under NC-55.

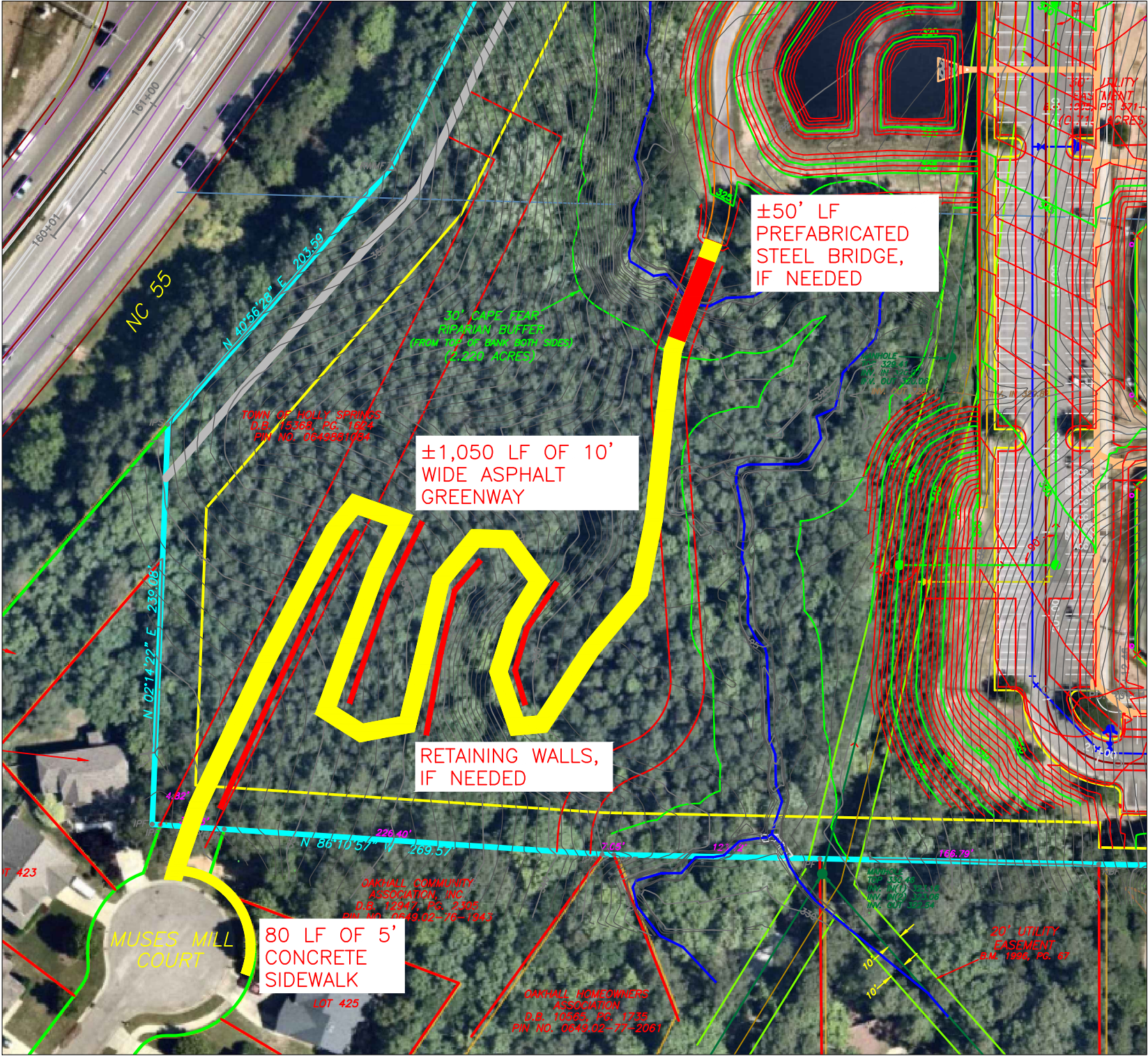
- The design process will include public outreach and coordination with the homeowners in the Oak Hall neighborhood.
- The route will cross Little Branch Creek and will require a pedestrian bridge capable of supporting light vehicle loading (10,000 lbs).
- Due to topography challenges of the preliminary routing, the greenway is expected to have multiple switchbacks which may require the need for the construction of retaining walls.
- The greenway will be designed to the Town standards of a cross-section of 10' wide asphalt with 2' graded aggregate shoulders.
- The projected total project budget for the greenway (design and construction) connection is estimated at \$1,300,000. Construction is anticipated in Fiscal Year 2025-26 when construction design and funding is confirmed.

Funding Source(s):

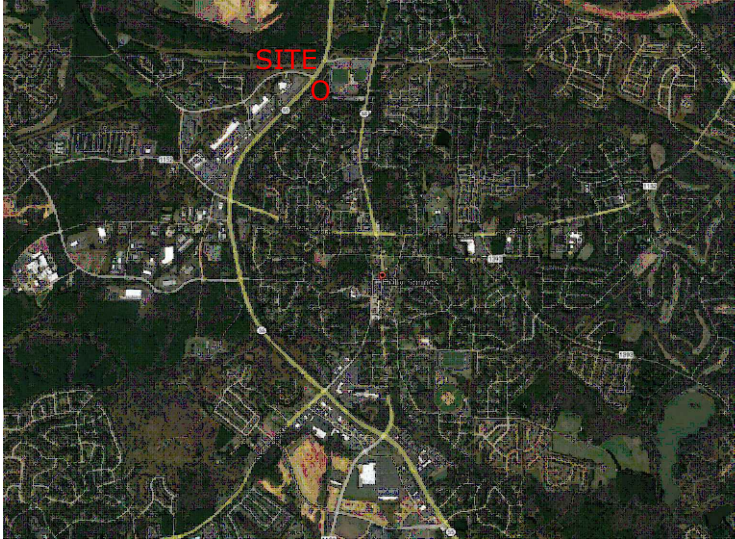
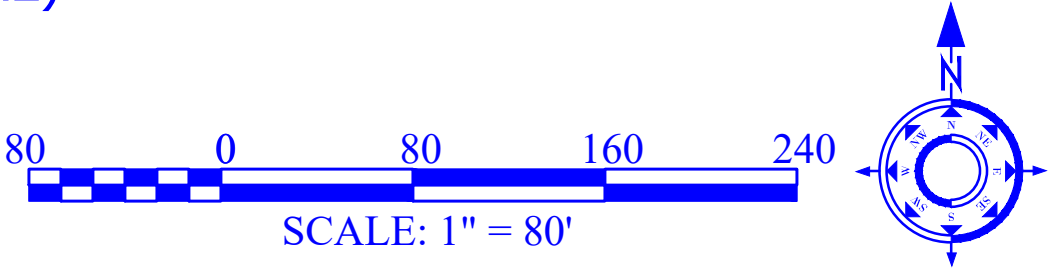
Community Investment Plan, Priority Greenway Connections: Parks & Recreation Reserves

Attachment(s):

1. 23-015 RFQ Attachment A
2. Contract for PROFESSIONAL SERVICES - QBS - Alfred Benesch



PLAN VIEW (WITH AERIAL)



VICINITY MAP, NTS (WITH AERIAL)



#	DATE	REVISION	BY

PROJECT #: 23-015DES:DS

SCALE: 1"=80'/NTS

DATE: 4/24

CHK:DS

PRELIMINARY

PRELIMINARY CONCEPT DRAWING

TING-OAKHALL GREENWAY CONNECTOR

PREPARED BY:

TOWN OF HOLLY SPRINGS

U&I DEPARTMENT

P.O. BOX 8

HOLLY SPRINGS, NC 27540



CONTRACT FOR PROFESSIONAL SERVICES
SUBJECT TO Q.B.S.

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Alfred Benesch & Company** (herein after called the "Contractor").

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

SERVICES OF CONTRACTOR

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

TOWN'S RESPONSIBILITIES

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

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Matt Beard, Parks & Recreation
Email: matt.beard@hollyspringsnc.gov
Phone: (919) 567-4018

(Name, Department)

 X The Contract Manager certifies that the Contractor was selected using Qualification Based Selection. A Request for Qualifications was drafted and circulated on or about **April 24, 2024; RFQ # 2024-0403. The Contractor was selected, after committee review and**

scoring, as the bidder with the highest overall score relative to experience, qualifications, overall project understanding and references.

OR

_____ An exemption was allowed by the Town Manager, and an Exemption Memorandum is attached as the last page of this Contract.

Contract Manager **Date Signed:**
Printed Name: Matt Beard

Department Head/Supervisor **Date Signed:**
Printed Name: LeeAnn Plumer

PAYMENT

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

___ Upon completion of the services listed in **Exhibit A**, the Contractor shall invoice the Town, and the Town shall have 30 days from receipt to pay. Contract total not to exceed \$_____ without prior written agreement by the Town and Contractor.

___ Payment on basis of Time and/or Materials as described in **Exhibit A**

X Description of Alternative Payment Terms:

The contractor shall provide monthly invoices based upon progress with Net30 terms. The project total is not to exceed \$157,751.00 without prior written agreement of the Town and Contractor. Any additional services shall be billed according to the Rate Sheet included as pages 20-21 of Exh. A.

TIME FOR RENDERING SERVICES

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

GENERAL CONSIDERATIONS

1. Standards of Performance.

CONTRACT FOR PROFESSIONAL SERVICES

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

2. Term and Termination.

- 2.1** The term for this contract is as long as necessary to complete the scope of work agreed to, but in no event shall it exceed two (2) years.
- 2.2** The mutual obligations of the Parties contained in this Agreement may be terminated:
 - 2.2.1** For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.
 - 2.2.2** For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.
 - 2.2.3** Upon mutual agreement.

3. Controlling Law.

- 3.1** This agreement is to be governed by the law of the State in which the project is located.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

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

4.1.1 For the Town:

Matt Beard, Planner III	(Name, Title)
Parks & Recreation	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4018	(Phone)
Matt.beard@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Greg Stewart, PE	(Name, Title)
Alfred Benesch & Company	(Company)
2359 Perimeter Pointe Pkwy, ste. 350	(Address)
Charlotte, NC 28208	
(919) 805-2758	(Phone)
gstewart@benesch.com	(e-mail)

5. Severability.

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

6. Waiver.

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

7. Attorney's Fees.

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

8. Insurance & Indemnification Requirement. [X Check Here if a lower limit was approved]

8.1 Contractor shall provide ~~general liability insurance for a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate, and an umbrella policy of at least \$5,000,000 for the complete term of the contract.~~ **professional Liability insurance with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 aggregate.**

Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as **Exhibit B**.

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

9. E-Verify.

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

10. Independent Contractor.

10.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

10.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and

times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

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

11. Non-Discrimination.

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

12. Contractor's Employees.

- 12.1** Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:
- 1) had a conviction of any felony within the past 10 years;
 - 2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or
 - 3) is currently a registered sex offender.

13. Assignment.

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

14. Right of Review and Audit.

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

15. Non-Appropriations.

15.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

16. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

17. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

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

Exhibit A – Proposal and Scope of Work; Rate Sheet

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

CONTRACTOR:

BY: _____
Randy J. Harrington, Town Manager
Date: _____

Signature _____
Name: _____
Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk
Date: _____

Title: _____

Contract Manager: _____ Date: _____

Purchasing Manager: _____ Brettany DeVold
Date: _____

Purchase Order No.: _____ (if applicable)

Approved as to form:

John Schifano, Town Attorney Date: _____

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

Tina Stroupe, Director of Finance Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT A

September 19, 2024

Ms. Chelsea Davis
Project Engineer
Town of Holly Springs – Utilities & Infrastructure Department
128 South Main Street
P.O. Box 8
Holly Springs, NC 27540

**RE: Ting-Oakhall Greenway Connector
Engineering Services
Benesch Proposal P2417239**

Dear Chelsea:

Benesch is pleased to submit this scope of work and fee to assist the Town of Holly Springs with the development of the Ting-Oakhall Greenway Connector. We look forward to the opportunity to work with the Town on this project. Based on the comments received from Town staff on August 28, 2024 please see the revised proposal that focuses on efforts through design and permitting but does not include construction administration / construction inspection services.

The following describes our present understanding of the work we are being asked to provide for the Town and outlines the various steps of the project delivery process.

Project Understanding

The Ting-Oakhall Greenway will serve as a connection between Ting Park and the Oak Hall neighborhood in Holly Springs. It will connect to the cul-de-sac at the end of Muses Mill Court to the south and extend through the wooded area and connect to the existing Ting Stadium greenway to the north. The greenway connector will cross a tributary of Little Branch just before the tie-in with the existing greenway. This will require one (1) pre-engineered bridge at this location (assumed 50 +/- feet single span structure). The pedestrian structure is requested to accommodate an H-5 load rating (10,000 lbs.) The proposed greenway will be paved, 10' wide with 2' stone shoulders per the Town's standard greenway typical section. The need for retaining walls will be determined in preliminary design.

Preliminary Plan Phase (30%)

After the Town approves the initial greenway corridor, the Benesch team will begin preliminary engineering design documents. Initial efforts will be made to establish regulatory requirements for the trail and identify the location for the pedestrian bridge.

This will be shared with the client and then used for a ground truthing meeting, which involves walking the anticipated greenway corridor with Town staff to explore ideas about the route for the greenway. Discussions about any potential constraints or permitting challenges that may impact the project

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schedule will take place at this time. Walking the site during the ground truthing also provides the opportunity to physically mark or stake out any specific locations that seem critical in obtaining survey data, such as large trees or other natural resources, soil boring locations, and anticipated tie in locations of new greenway.

After the ground truthing meeting, the Benesch team will further study the surveys, topography, soils, hydrology, environmental issues (wetlands, floodplains, stream buffers), utilities, stream crossings, grading, drainage, erosion control, site amenities, curb ramps and property impacts.

Based on the older survey data we will investigate, update, and obtain a thorough understanding of the existing site and any changes that may have occurred to the site since the original survey was completed in 2012. We will use the topographic and boundary survey data as well as any SUE data we receive from WithersRavenel (WR). Elements of the site that will be reviewed will include soil and terrain, vegetation, hydrology, access, and surrounding land use.

Based on the corridor assessment and field survey, the Benesch team will prepare the following plans for the greenway during this phase of work:

- Title Sheet
- Typical Sections (Town Standard Detail HS340)
- Retaining Wall Envelopes (if needed)
- Existing Conditions Plans
- Preliminary Greenway Horizontal Layout Plans
- Preliminary Greenway Vertical Layout Plans
- Preliminary Pedestrian Bridge Plans
 - Including a title sheet, general notes, bridge plan and profile, typical section and special details
- Preliminary Earthwork Calculations
- Preliminary Cost Estimate

Submission will be made to the Town at 30%, 60%, and 100% design phases in the above format, along with a refined cost estimate at each milestone. The submissions will be made on the online portal through the Town's Development Services Department.

After Town approval of the site analysis findings and preliminary design/layout, a Public Meeting will be conducted in coordination with the Oakhall neighborhood Homeowner's Association. Benesch will assist the Town in providing the preliminary drawings that show the proposed greenway and pedestrian bridge layout for the meeting and help the Town during this process and answer any questions the public may have. Benesch will incorporate ideas/concerns into the next phase of design.

No other services from Benesch are proposed in this scope relating to public involvement, but additional services can be provided if the Town requests.

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Survey

WithersRavenel will perform an updated field survey of the anticipated greenway corridor based on the limits provided by Benesch. WithersRavenel will use the initial ground truthing data, corridor assessment, and original survey data they completed in 2012 on the adjacent Ting Park site and include the following tasks:

Topographic Survey Update

- WithersRavenel (WR) will update a portion of the topographic survey that was previously completed in September 2012. WR will utilize the 2012 data in conjunction with new spot shots as needed to verify the original topo. The total area to be included is ± 3.5 acres as depicted on the attached image;
- Horizontal control will be based on NC State Grid NAD'83 (2011) or most current North Carolina Grid Available within 2000 feet of each this site. If no NC Grid monuments are within 2000 feet of site, Global Positioning Surveys (GPS) will be used to tie property to NC Grid System;
- Vertical control will be based on NAVD'88 and will be tied to the nearest published County or NGS benchmark, or by means of GPS utilizing the North Carolina GPS Virtual Reference System (VRS);
- Contours will be mapped at 1 foot intervals;
- Conventional survey will be completed using spot grades at approximate 50' intervals and/or LiDAR mapping using UAS (Unmanned Air System); if site conditions allow. Agreement to this proposal will constitute permission to fly the UAS over the project site;
- WR will locate top and bottom of slopes, and any change in the slope lines. We will also locate all visible and obvious site improvements such as existing sidewalks, greenways, curbs, grass strips, edges of pavement, and proposed tie-in points;
- Utilities will be located based on observation of visible and obvious surface features. Sub-surface utility location will be included in Task 2;
- Storm and Sanitary Sewer, if any, will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
- Locate all trees in the subject area that are 18" dbh or greater;
- A project benchmark will be set and identified in the mapping;
- WR will provide a CAD file and Certified PDF as deliverables.

A boundary survey is not included in this task. If the Town requires this service, WithersRavenel can assist in preparing preliminary and final plats to assist the Town with negotiating any required easements and right of way acquisition. Deliverable shall include dashed property lines as recorded in existing deeds and plats.

SUE

Level B SUE Investigation will be completed by WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities within the proposed area depicted in

the attached map. Crews will scan the cul-de-sac to the south of the project and where the proposed greenway will meet up with Ting Park. All utilities designated will be marked using the APWA guidelines with marking paint and/or pin flags. WithersRavenel will not designate irrigation or gravity utilities such as storm and gravity sewer. Invert data is generally collected by a Conventional Survey crew and does not fall within the tasks covered within SUE Quality Level B. At the conclusion of the field work, a detailed field sketch will be provided to the survey crews to collect all of the designated utilities and import them into AutoCAD.

Geotechnical Services

Froehling & Robertson (F&R) will perform subsurface exploration and geotechnical engineering services of the site.

Design Assumptions:

- A ±50-foot single-span pedestrian bridge will be necessary to cross the stream at the north end of the site. We understand the proposed bridge will consist of 10-foot wide, pre-engineered steel or fiberglass bridge, and we assume the abutments will be supported by driven steel piles.
- No design efforts or evaluation of elevated boardwalks is included with this effort

Subsurface Exploration

F&R is proposing to explore the subsurface conditions by advancing five (5) soil test borings as indicated on the attached boring plan. This includes:

- Two pedestrian bridge borings (B-1 & B-2) to a planned termination depth of 30 feet
- Three trail borings (B-3, B-4, & B-5) to a depth of 10 feet

The borings will be located in the field using a hand-held GPS unit. Prior to drilling, F&R will coordinate the location/marketing of underground utilities by contacting NC One Call (811). F&R has not included fees for retaining a private utility locating firm.

The borings will be performed with a CME-55 ATV- or track-mounted drill rig using conventional hollow stem augers for borehole stabilization. Soil sampling will be conducted using a standard 2-inch O.D. split barrel sampler in accordance with ASTM D-1586 (Standard Penetration Test - SPT). Five (5) SPT samples will be collected in the top 10 feet and then at a nominal interval of 5 feet thereafter. If auger refusal is encountered the boring will be terminated. F&R is not proposing to explore the nature of refusal by coring.

Subcontract Services

F&R estimates that a skidsteer-mounted hydro-axe machine will be required to access the borings located south of the stream. We have estimated that approximately 1 day of clearing will be required for an estimated 4 borings. A representative from F&R will be present with the contractor while the work is being performed to direct the equipment operator, locate borings, and speak with property owners if needed. Therefore, we have included additional field professional time for directing the clearing operations in the field.

Groundwater readings will be attempted upon completion of drilling and after a stabilization period of about 24-hours. After obtaining groundwater readings, the borings will be backfilled with soil cuttings.

By the nature of the work to be performed, our drilling activities and equipment may result in disturbance to the site. Reasonable efforts will be made to minimize the disturbed area. However, should damage occur, remediation of the site to a pre-explored condition is not included in our proposal. Completed boreholes will be backfilled with auger cuttings (soil). However, the soil may consolidate over time resulting in the reappearance of open boreholes and therefore, require additional maintenance. We have not included time for returning to the site at a later date to maintain the boreholes.

Due to the typical thin pavements of greenway trails, we assume no responsibility for damage to and repair of the existing greenway from our drilling activities. However, reasonable care will be taken to avoid damage to the existing asphalt greenway and concrete curb & gutter in accessing the boring sites.

Geotechnical Laboratory Testing

At the completion of the fieldwork, the soil samples will be returned to our office where they will be classified by a geotechnical engineer in accordance with the Unified Soil Classification System (USCS). F&R will then select up to three (3) representative samples for geotechnical index testing consisting of Atterberg Limits, percent fines analysis, and moisture content tests.

Geotechnical Engineering Services

At the completion of the field work and laboratory evaluation, the results will be evaluated by a geotechnical engineer and an engineering report will be prepared. The report will be sealed by a North Carolina professional engineer and will include the following items:

- Description of the proposed construction and regional geology;
- Descriptions of the site subsurface conditions including the preparation of typed boring logs and a subsurface profile;
- Descriptions of the field exploration and laboratory testing programs, including preparation of a site location plan, boring location plan, and a summary of laboratory test results;
- Descriptions of site groundwater conditions and recommendations for temporary and permanent management of groundwater;
- Site preparation and earthwork construction recommendations including evaluation of on-site soils for use as structural fill and soil compaction requirements for fill and backfill;
- Geotechnical recommendations for retaining wall foundation design and construction (if needed);
- Flexible pavement design and construction recommendations including a recommended pavement section for the greenway. Pavement designs will be performed using NCDOT and

- AASHTO design methods based on traffic data provided by others; and
- Pedestrian bridge foundation design and construction recommendations, including notes-on-plans and supporting calculations.

If retaining walls are deemed necessary, we understand that the walls will likely consist of reinforced soil slopes (RSSs) and/or segmental gravity block designed by Benesch in general accordance to NCDOT standards. The estimated cost of the Geotechnical Services would be up to an additional \$7,000 for geotechnical borings and corresponding geotechnical recommendations for the retaining walls.

Environmental Services

Froehling & Robertson (F&R) will perform environmental services for the project and will include the following:

Limited Protected Resources Review

At the request of the Client, F&R will conduct a Limited Protected Resources Review (PRR), which will include a review of Historic Resources as well as Protected Species that may be affected by the proposed project. F&R will review online information concerning mapped archeological findings, architectural sites or other sites with historical significance, including cemeteries, at the State Historic Preservation Office (SHPO) GIS website. The results of the research will be presented to the SHPO in order to request comments from their office. Comments obtained from the SHPO office will also be provided to the Client. Please note the preliminary findings can be presented verbally; however, SHPO's comments will be issued under separate cover approximately 30 days after they receive the request.

Additionally, F&R will review information from the North Carolina Department of Environmental Quality – Natural Heritage Program (NC NHP) and the U.S. Fish and Wildlife Service (USFWS) in order to determine if protected species are likely to be affected by the proposed project. F&R will complete a review of online information concerning protected species, and other rare plants and animals that may have been mapped within the immediate vicinity of the project site. F&R will perform a brief wildlife habitat review of the project site for habitat suitable for protected species identified during the information review. F&R will then solicit comments from the NHP and USFWS. Comments obtained from the respective agencies can be provided verbally to the client. However, NHP's comments will be issued under separate cover approximately 30 days after they receive the request.

Following the receipt of comments from the respective agencies associated with this task, F&R will prepare a brief letter summarizing our findings, which will include responses received from the agencies as well as recommendations based on our limited review. Please note that F&R is not proposing to perform a detailed field study for rare & endangered species or an intensive historical resources survey or archaeological assessment.

Wetland Delineation and Report

According to the National Wetlands Inventory Mapper, a blue line stream identified as "Little

Branch" runs along the eastern portion of the Review Area in a north to south direction and transects the proposed greenway route on the northern portion. The potential for additional jurisdictional streams and wetland areas within the boundaries of the Review Area exists, and the location and extent of any jurisdictional "Waters of the US" (WOTUS) should be identified prior to proceeding with proposed improvement at the project site.

F&R is proposing to complete a Wetland Delineation for the Review Area, which will generally include the following items:

- A desktop review of potential wetland and stream features within or adjacent to the Review Area;
- Field delineation of wetland and stream features within the Review Area;
- Flag wetland boundaries and stream centerlines;
- Collect GPS point locations for each wetland and stream flag; and
- Provide documentation of the Wetland Determination effort, including a brief letter report and maps showing the extents of wetland and streams observed within the Review Area.

Please see below for a detailed description of Wetland Delineation and Report subtasks:

Data Collection and Review

F&R will review appropriate information sources to identify areas in the Review Area likely to be considered "Waters of the US" and/or "State Waters" (i.e., wetland, stream, and open water features) and subject to jurisdiction by Environmental Protection Agency (EPA) under Sections 404 and 401 of the Clean Water Act (CWA), in accordance with United States Army Corps of Engineers (USACE) and North Carolina Department of Environmental Quality (NCDEQ) protocols. F&R will produce Geographic Information System (GIS) based maps, in hard copy and/or digital form, depicting overall site conditions. Maps reviewed may include all or some of the following: United States Geological Survey (USGS) 1:24,000-scale topographic map, Natural Resource Conservation Service (NRCS) Soil Survey, National Wetland Inventory (NWI), and other relevant remote sensing data.

Site Observations / Flagging Boundaries

Following data collection and review, F&R will delineate jurisdictional wetlands and WOTUS within the Review Area. The identification of surface waters will be in general accordance with the USACE 1987 Wetland Delineation Manual and subsequent USACE clarification memorandums. Identification of streams will be in general accordance with the USACE stream assessment protocols and the NCDEQ Identification Methods of the Origins of Intermittent and Perennial Streams. F&R will mark likely wetland boundaries and stream centerlines in the field with flagging containing sequential alphanumeric labels. F&R will complete USACE Routine Wetland Determination Data Forms, USACE Stream Quality Assessment Worksheets, and/or Stream Identification Forms for wetland and stream features found within the proposed Review Area to the extent considered necessary for regulatory agency review.

F&R will record the locations of flagged wetlands, streams, and open water features located within the Review Area using a dual-channel Global Positioning System (GPS) receiver capable of sub-meter horizontal accuracy. F&R will deliver to the Client a map of likely jurisdictional features identified on-site in digital format compatible with AutoCAD and ArcInfo that includes F&R's flag locations to be utilized by the site surveyor, as necessary. The same map will be sent to the regulatory agencies as part of the request for agency field verification.

Surface Feature Report

F&R will prepare a brief letter report and maps depicting the estimated locations of wetlands, streams, and/or open water boundaries within the Review Area to substantiate F&R's determinations of likely CWA section 401 and 404 jurisdiction in accordance with NCDEQ and USACE protocols. F&R will not enter private property to identify jurisdictional features outside of the Review Area boundaries without the client's and owner's written permission.

F&R is not proposing to provide a planimetric survey of wetland or stream features. Wetland areas and stream centerlines/confluences will be identified and mapped in relation to the most recent GIS stream layer and NHD high-resolution flowlines.

Please note: Map(s) of potentially jurisdictional features prepared by F&R are meant for use as a reference document only and are not designed to satisfy any requirement for a survey plat by a licensed land surveyor and are not intended to be used for construction purposes. Additionally, F&R is not proposing to survey flagged feature locations.

Jurisdictional Determination Request

If necessary, F&R will submit the delineation report and other required documentation of on-site features to the USACE and NCDEQ as a Jurisdictional Determination Request (JDR). F&R will be available for one on-site meeting with the agencies for field verification of the delineation. The deliverable for this task will be the JDR requesting concurrence from the agencies of the "Waters of the US" boundaries depicted by F&R. While F&R cannot guarantee written concurrence from either agency, it is typical for agencies to provide written concurrence such that the wetland boundaries and streams, as identified by F&R, are approved by the Agencies. Such concurrence is sometimes necessary prior to submitting permitting requests in anticipation of development or other site disturbance activities; however, some agency staff prefer to issue concurrence in conjunction with permits.

If necessary, F&R will record additional features and/or modified flag locations with a GPS receiver following regulatory agency verification utilizing the same methodologies described in Task I above. Updated maps identifying verified CWA Section 401 and 404 jurisdictional features will be delivered to the Client following regulatory agency verification, if applicable.

Section 401/404 Wetland and Stream Permitting (If Needed)

All "Waters of the US" (WOTUS), which include streams, wetlands, tidal areas, and most ponds and lakes, are subject to Section 404 of the Clean Water Act (CWA), which is administered by the US Army

Corps of Engineers (USACE), and Section 401 of the CWA, which is administered by the NCDEQ. If necessary, F&R will prepare and submit Section 401 and 404 permit applications for regulatory agency review. Based on the proposed on-site activities, F&R presumes that the proposed impacts will be permitted under USACE Nationwide Permit (NWP) 39; however, the USACE reserves the right to make the determination as to what type of permit will apply based upon their review of the project plans. F&R assumes the project will be designed and built in accordance with the general requirements of the permits.

F&R will require information from Benesch, others working on the project, regulatory agencies, and/or other government entities in order to complete permitting requirements. Requested information may include, but is not limited to: project descriptions; a purpose and need statement; on-site and off-site design alternatives; exhibits; and information concerning the required permits and approvals. F&R understands that the Client will provide F&R with surveys, impact maps, impact calculations, and other items necessary to complete the permit application, as required.

It is F&R's understanding that the client will prepare a site plan, stamped by a surveyor licensed in North Carolina, showing the extents of the jurisdictional "Waters of the United States" within the project site and their potential impacts by easement outline(s), riser locations, and all other "attendant" features. It is F&R's understanding that plans prepared by the client will be in compliance with requirements set forth by the USACE and NCDEQ permit language, including, but not limited to: a side profile of proposed crossing location(s), detailed drawing of proposed structure(s) required for any stream crossing; closed polygon delineating area of impact to jurisdictional wetlands and linear impact to jurisdictional streams; and a description of the method of construction for proposed open water crossings. F&R will assist the Client and/or a professionally licensed surveyor designated by the client in preparing plans, sketches, and drawings depicting water quality impacts in accordance with regulatory agency requirements.

This proposal does not include application fee(s) associated with the USACE and/or NCDEQ permit review nor does it include fees for mitigation. F&R will coordinate with regulatory agencies and determine the amount of impacts, application fees, and mitigation fees and present that information to the client so that the client or owner may deliver the appropriate fees directly to the mitigation bank(s) and/or In-Lieu Fee Program, as necessary.

Design Development Phase (60%)

Once the preliminary plans have received approval from the Town, the design team will continue design development of the greenway construction plans. The design development package will include the following:

- Title Sheet
- Index of Sheets, General Notes
- Typical Sections (Town Standard Detail HS340)
- Standard Details

- Retaining Wall Envelopes (if needed)
- Existing Conditions Plans
- Grading Plans
- Construction Access Plans (if needed)
- Greenway Horizontal Layout Plans
- Greenway Vertical Layout Plans
- Greenway Cross Sections
- Pedestrian Bridge Plans
 - Title sheet, general notes, standard details, typical section, bridge plan and profile, overall abutment sizes, any special details
- Earthwork Calculations
- Refined Cost Estimate
- Preliminary Sedimentation & Erosion Control Plan
- Preliminary Storm Water Plan

The pedestrian bridge will be prefabricated, either a steel truss or fiberglass, with concrete abutments (end bents) and concrete deck. Benesch will confirm the prefabricated structure meets the site requirements and constraints. A general list of various structural materials, architectural features, and constructability issues will be prepared for Owner approval.

Benesch will design the substructure for the bridge and produce performance specifications for the prefabricated bridge span. The prefabricated bridge supplier will design the bridge span and concrete deck. The design of the bridge will be based on H-5 loading and will be in accordance with the latest edition of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and based on the requirements from the geotechnical report, foundation recommendations, and hydraulic study.

The Contractor will submit final engineered bridge plans for review by Benesch. Reviews of these drawings will be performed as post-bid phase/construction administration services. These engineered bridge plans will be used for building permit submission.

The Benesch Team acknowledges the potential of retaining walls being required to accommodate the steep grades along the project site. The design intent will be to not have retaining walls, however, if deemed necessary then the following items would be added into the fee: retaining wall envelopes, typical sections, necessary details and special provisions, coordination with vendors on wall types & design, Geotech recommendations for wall foundations, and CMT and SI services during and after construction.

The retaining wall(s) type will be a segmental (big block) wall or an RSS (Reinforced Soil Slope) wall designed by the Consultant, and it does not include any cast-in-place walls designed by Benesch with the supporting geotechnical information provided by F&R.

Benesch hydraulic engineers will review and update the hydrologic and hydraulic analysis for the proposed improvements within the project limits in accordance with standard engineering practice, “NC NFIP Guidance Document #1: NC NFIP Review of No-Rise Submittals”, FEMA’s “Instructions for Completing the Application Forms for Conditional Letters of Map Revision and Letters of Map Revision” (rev. 08/20/2018), Town of Holly Springs Stormwater Management Plan, and “NCDOT Guidelines for Drainage Studies and Hydraulic Design”.

The proposed crossing is located outside of a FEMA Special Flood Hazard Area. Benesch will:

- Review Hydrologic Analysis of the Unnamed Tributaries to Little Branch at the proposed crossing location on the basis of the Town of Holly Springs Stormwater Management Plan, and the “NCDOT Guidelines for Drainage Studies and Hydraulic Design”.
- Review existing hydrologic data from FEMA and/or Town of Holly Springs.
- Coordinate with Town of Holly Springs Hydraulics Unit and floodplain manager (as necessary).
- Develop cross sections for use in Existing Conditions and Proposed Conditions model.
- Develop an Existing Conditions model using HEC-RAS 6.0.5.
- Develop and Analyze a maximum of two (2) bridge alternatives at the crossing using HEC-RAS 6.0.5.
- Provide hydraulic analysis for proposed structure and channel design in accordance with local requirements.
- It is anticipated that a No Rise Condition will be obtained for this location and project. A detailed floodplain study for FEMA and corresponding CLOMR/LOMR are not included.

Design Guidelines

- Town of Holly Springs Stormwater Management Plan
- NPDES Phase II Stormwater Permit Application
- Town of Holly Springs Engineering Design and Construction Standards

Final Design / Construction Documents (100%)

Upon approval of the design development documents and confirmation of scope, Benesch will further refine the design development package and prepare final construction documents. The final documents to be included in the construction documents package will not be fully determined until the completion of design development, but the following deliverables are expected in this package:

- Title Sheet
- Index of Sheets, General Notes
- Typical Sections (Town Standard Detail HS340)
- Standard Details
- Retaining Wall Envelopes (if needed)
- Existing Conditions Plans
- Grading Plans
- Construction Access Plans (if needed)

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- Final Greenway Horizontal Layout Plans
- Final Greenway Vertical Layout Plans
- Final Greenway Cross Sections
- Final Pedestrian Bridge Plans
 - Title sheet, general notes, standard details, typical section, bridge plan and profile, detailed abutment drawings with reinforcement, and any special details.
 - Final prefabricated superstructure plans and details to be provided by bridge fabricator
 - Reinforcing bar schedules will not be provided as part of this task
- Final Earthwork Calculations
- Final Cost Estimate
- Final Sedimentation & Erosion Control Plan
- Final Storm Water Management Plan

The final design package will be submitted to the Town for approval. Site furnishings (trash cans, dog stations, bollards) will be shown on the plans, and included in our cost estimate.

In addition to plan documents, we will provide bid documents/pricing and technical specifications and drawings for all proposed improvements. We will incorporate all Town of Holly Springs required front end documents into this package if needed. The Town shall provide the finalized bid package to Benesch for review before posting for bid. The Town will be responsible for the actual posting.

As the plans are being completed, the project team will submit plans for the following permits/review processes as needed:

- NCDEQ/USACE 401/404 Permit (No anticipated floodplain on project site)
- NCDEQ/NPDES General Stormwater Permit Notification
- NCDEQ Erosion Control Permit
- NCDOT Driveway Permit (Temporary construction access from Muses Mill Court)
- NC Building Permit (for prefabricated structures)
- Construction Drawing Plan Review

The following studies/permits are not expected to be required, and corresponding effort is not included:

- Development Permit is not anticipated
- UBO permit
- Zoning permit / Land Use permit
- NCDOT Encroachment Permit (sidewalk) – no efforts are included
- Utilities studies /Permits
- Traffic Studies
- Timber Review/Permitting

Benesch will be responsible for preparing applications, submitting, and obtaining permits through the permitting process. Benesch will be responsible for addressing review comments that emerge during the permitting phase.

Design Requirements

All milestone design packages (30%, 60% & 100%) will be coordinated and submitted through the Town's online portal (Development Services Department). All comments, responses to comments, and coordination will be managed through this portal. The Town project team members to provide feedback/comments within two weeks of milestone submissions.

Benesch will use a non-NCDOT format for all construction plan documents.

Design Review Meetings

Benesch is available to have periodic virtual or in person meetings during the project to review work in progress. This proposal assumes there will be virtual biweekly progress meetings and are included in the fee.

Construction Bid Documentation & Administration

Following final approval of the construction plans by the Town and pertinent review agencies, Benesch will assist with the bid/pricing process. It is understood that the Town will lead the front-end efforts for bidding, but Benesch will help with these services as needed:

- Developing technical drawings as required
- Issue plans and specifications for bidding (Electronic copy only, no hard copies)
- Conduct pre-bid meeting
 - Prepare agenda and meeting minutes
 - Meeting minutes will be included in the first addendum
- Respond to bidders' questions in addenda, and issue addenda as required to clarify bid questions.
- Evaluate and/or assist with bids
- Prepare a bid tab, recommendation of award letter
- Assist with construction contract preparations

This proposal anticipates the Town will pay the cost for any bid advertisements and opening the bids.

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Design Fee

Benesch:

Preliminary Plan Phase – 30% (includes Public Engagement)	\$ 25,300
Design Development Phase – 60%	\$ 22,300
Final Design/Construction Documents – 100%	\$ 33,100
Construction Bid Documentation & Administration	\$ 3,300
Sub-Total	\$ 84,000*

*This fee does not include the subconsultant fees listed below.

WithersRavenel:

Topographic Survey Update	\$ 13,000
Level B SUE Investigation	\$ 1,400
Sub-Total	\$ 14,400

Froehling & Robertson:

Subsurface Exploration	\$ 3,405
Subcontract Services	\$ 3,700
Geotechnical Laboratory Testing	\$ 660
Geotechnical Engineering Services	\$11,786
Limited Protected Resources Review	\$ 2,000
Wetland Delineation and Report	\$ 5,250
Jurisdictional Determination Request	\$ 2,000
401/404 Wetland & Stream Permitting	\$ 6,050
Sub-Total	\$ 34,851

Total Design Fee (project with no retaining walls): **\$ 133,251**

Note: See below for fees relative to retaining walls

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Additional Design Fee (If Retaining Walls are required)

Benesch:

Preliminary Plan Phase – Retaining Wall Envelopes, Typicals	\$ 4,600
Design Development Phase – Revise Wall Envelopes, Typicals	\$ 6,000
Final Design/Construction Docs – Final Wall Envelopes, Typicals, Details	\$ 4,400
<u>Construction Bid Documentation & Administration</u>	<u>\$ 2,500</u>
Sub-Total	\$ 17,500

Froehling & Robertson:

Subsurface Exploration	\$ 1,219
Subcontract Services	\$ 1,325
Geotechnical Laboratory Testing	\$ 236
<u>Geotechnical Engineering Services</u>	<u>\$ 4,220</u>
Sub-Total	\$ 7,000

Total Additional Design Fee (If Retaining Walls are required): **\$ 24,500**

Total Design Fee (If Retaining Walls are required): **\$ 157,751**

Total Contract Value Scenarios:

Total Contract Value (No retaining walls):	\$133,251
Total Contract Value (Retaining walls):	\$157,751

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Construction Administration and Inspection (These below construction admin services are not included in this current scope and fee. However, the below information was provided for future reference.)

For the purposes of this proposal, we have assumed approximately 16 weeks (4 months) for the construction period. Benesch and F&R will assist the Town in administration of the prime general construction contract by:

- Conducting a pre-construction meeting, prepare agenda, and meeting minutes
- Conducting monthly construction meetings. Prepare agenda and meeting minutes.
- Conduct minimum weekly site visits to review work in process and prepare a report from each visit.
- Review and approve contractor's Pay Applications
- Review construction material testing reports and coordinate resolution of discrepancies.
- Administration of Change Order Requests
- Respond to contractor's Requests for Information (RFI)
- Review Shop Drawings and other submittals by the Contractor
 - Shop drawings will be provided by the Contractor and reviewed by the Consultant during construction in the post-bid phase/construction administration services.
- Coordinate resolution of discrepancies and construction issues
- Conduct Substantial Completion and Final Acceptance inspections and provide written report
- Issue punch list
- Confirm punch list items have been completed
- Construction Engineering & Inspection to be fully scoped based off final plans

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WORK NOT INCLUDED

The Design Fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Boardwalk Evaluation and/or Design
- On or off-site utility design & permitting (sewer, water, phone, electric, telephone, communication, etc.)
- On or off-site septic system design
- Rezoning/Special use permits
- Jurisdictional water mitigation
- Traffic or pedestrian signal design
- FEMA Submittals for CLOMR/LOMR
- Permits related to hydrologic and hydraulic analysis if not included in another portion of the scope.
- Roadway Improvements beyond what is noted herein the proposal.
- Irrigation design
- Stormwater detention facility
- Review and permit fees

Additional tasks can be completed on a time and materials basis. Please see attached “NC Transportation Rate Table 2024” for our approved rates.

Ms. Chelsea Davis
Ting-Oakhall Greenway Connector
September 19, 2024
Page | 18

SCHEDULE

We are prepared to begin work on the project within two weeks of a Notice to Proceed and offer the attached preliminary project schedule for your review.

We anticipate working with you on this project using the Town's standard form of contract.

If this proposal meets your understanding and approval, please forward the Town's standard contract for us to sign. We look forward to working with you and the Town on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Spalding", with a long horizontal flourish extending to the right.

Eric Spalding, PE
Project Manager

A handwritten signature in blue ink, appearing to read "G. Stewart", with a large, stylized circular flourish at the end.

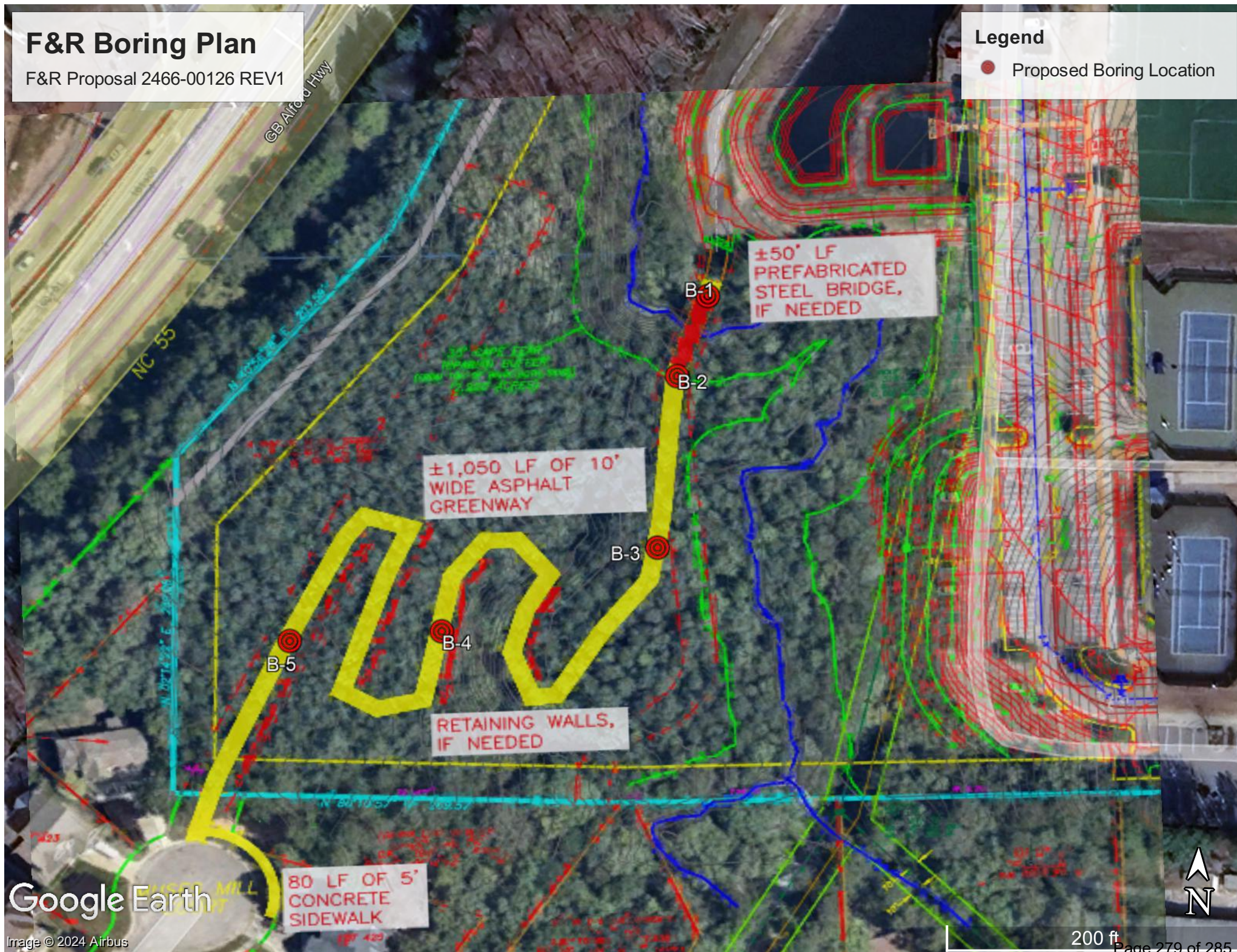
Greg Stewart, PE
Project Principal

F&R Boring Plan

F&R Proposal 2466-00126 REV1

Legend

● Proposed Boring Location



PROJECT SCHEDULE

Public projects usually follow the design-bid-build delivery method. Once the Town gives Benesch a Notice to Proceed, we will begin work within two weeks or sooner depending on the Town’s needs. Our project team will work closely with Town staff to prepare deliverables and keep the project moving to completion. Mr. Spalding will stay involved during the production process including assisting with design, performing quality control reviews, cost estimating, bidding and construction administration with assistance from the engineering staff.

Please refer to the following schedule for more information about specific milestones. Please note this schedule is preliminary and can be adjusted as needed to work with, funding, subconsultants, or as needed after input from the Town. Our team philosophy is to exceed the Town’s expectations through collaboration and attentive listening. Our job is to make the Town’s job as easy as possible while maintaining a positive public image.

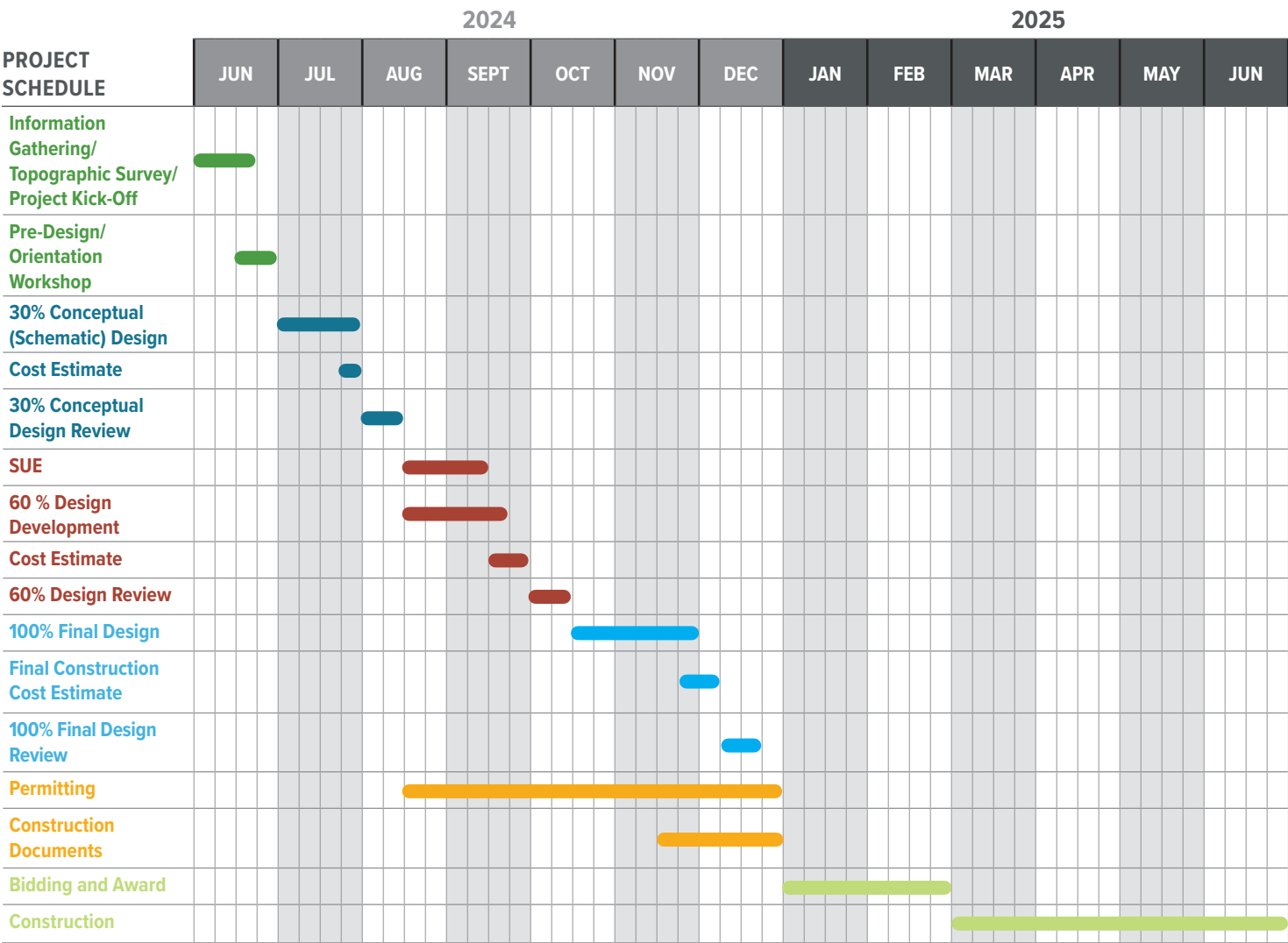


EXHIBIT A – North Carolina Transportation 2024 Rate Schedule

CLASSIFICATION	BILLABLE RATE	QUALIFICATIONS OF PERSONNEL
Transportation Senior Project Manager	\$235.00	(Licensed Engineer, 25+ yrs. exp.)
Transportation Project Manager II / Technical Manager II	\$205.00	(Licensed Engineer, 18-25 yrs. exp.)
Transportation Project Manager I Technical Manager I	\$174.00	(Licensed Engineer, 10-18 yrs. exp.)
Transportation Senior Project Engineer	\$170.00	(Licensed Engineer, 20+ yrs. exp.)
Transportation Project Engineer II	\$152.00	(Licensed Engineer, 9-20 yrs. exp.)
Transportation Project Engineer I	\$130.00	(Licensed Engineer, 4-8 yrs. exp.)
Transportation Senior Designer	\$144.00	(Degreed Engineer, 6-20+ yrs. exp.)
Transportation Designer II	\$120.00	(Degreed Engineer, 3-5+ yrs. exp.)
Transportation Designer I	\$105.00	(Degreed Engineer, 1-2 yrs. exp.)
Transportation Senior Planner	\$151.00	(Degree Planner/Engineer, 8+ yrs exp.)
Transportation Planner II	\$120.00	(Degree Planner/Engineer, 3+ yrs exp.)
Transportation Planner I	\$100.00	(Degree Planner/Engineer, 0 to 3 yrs exp.)
Transportation Senior Technologist	\$136.00	(Designer, CAD Operator, 15+ yrs. exp.)
Transportation Technical Specialist II	\$115.00	(Specialist, 3+ years)
Transportation Technical Specialist I	\$100.00	(Specialist, 0 to 3 years)
Project Assistant	\$100.00	
Administrative Assistant	\$75.00	
Transportation Engineering Intern	\$60.00	(Degree pursuing Intern)

DIRECT REIMBURSABLE EXPENSES

Travel	IRS Approved Rate (Jan 2024 Rate = \$ 0.67Mile)
Special Delivery Postage	At Cost
Overnight / Tolls / Parking	At Cost
Special Equipment Rental	At Cost

- **Alfred Benesch & Company** does not charge additional hourly rates for Accounting or Administrative functions.
- The above rates are all inclusive; there are no extra charges or fees.
- Rates are good until December 31, 2024. Rate are adjusted each January.

EXHIBIT B

_____ Insurance requirement waived
_____ X _____ Lower Insurance Limit Approved

Approved by: _____

Printed Name: John Schifano

_____ X _____ Certificate of Insurance attached

COI Expires: 5/31/2025



ALFRBEN-01

ZRINKUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2024

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company, A++, XV		25658
INSURED Alfred Benesch & Company 2359 Perimeter Pointe Parkway Suite 350 Charlotte, NC 28208	INSURER B : Charter Oak Fire Insurance Company A++ (XV)		25615
	INSURER C : Travelers Property Casualty Company of America, A++, XV		25674
	INSURER D : Phoenix Insurance Company A++, XV		25623
	INSURER E : Berkshire Hathaway Specialty Insurance Company (A++XV)		22276
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			630-0D870755	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-4X668955	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP-9R47920A	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A			UB-5K723986	5/31/2024	5/31/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			47EPP30529707	5/31/2024	5/31/2025	Per Claim 1,000,000
E				47EPP30529707	5/31/2024	5/31/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: (Benesch Project #: P2417239 / PM: Eric Spalding) - Ting-Oakhall Greenway Connector

CERTIFICATE HOLDER

CANCELLATION

Town of Holly Springs ATTN: Chelsea Davis 128 South Main Street PO Box 8 Holly Springs, NC 27540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>

EXHIBIT C

[illegible]

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of **Alfred Benesch & Company** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

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

Dated:

Signature of Affiant:

Print or Type Name: