



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of July 21, 2020 meeting agenda

PUBLIC COMMENT PERIOD Notes on the Comment Period -Due to the current restrictions on mass gatherings, public comment will be received in writing and delivered to the Mayor and Council Member prior to this meeting.

RECOGNITIONS

5. Proclamation Recognizing the League of Women Voters 100th Anniversary
6. Recognition of Shook Construction, Inc. for Volunteer Service to the Town

REQUESTS AND COMMUNICATIONS

PUBLIC HEARINGS

7. Refinancing of the W.E. Hunt Recreation Center
8. Financing of Avent Ferry Sewer Force Main
9. Calvert Sports Academy and Development Center 20-DP-06 / 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04

CONSENT AGENDA

10. Approve the minutes of June 16, 2020 and June 22, 2020 Business Meetings.
11. Monthly Budget Amendment Report
12. Transfer of Asset Forfeiture Funds to Police Department's Operating Budget
13. Parks & Recreation Water Fountain Purchase
14. Memorandum of Agreement for Wake County owned land at 1317 N. Main Street
15. Supplemental Bond Order for Water & Sewer Bond Refunding

NEW BUSINESS

16. Avent Ferry Road Widening (GB Alford to Ralph Stevens-TOHS Eng. Proj. 12-003)
17. Adoption of a Portion of Woodfield Deadend Road

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.us 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Proclamation Recognizing the League of Women Voters 100th Anniversary

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Issue a proclamation in recognition of the 100th Anniversary of the League of Women Voters.

Explanation:

- The League of Women Voters was formed six months before the 19th Amendment to the US Constitution was ratified, giving women the right to vote.
- The League has campaigned for voting rights and access for all citizens, sponsored legislation, and defended democracy in all levels of government.
- The League provides non-partisan educational resources to the voting public.
- The Mayor and Council would like to honor the League for their historic accomplishments and congratulate them on their 100th Anniversary of service to the voting public.

Background:

- The League of Women Voters of the United States encourages informed and active participation in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy.

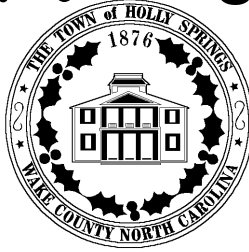
Funding Source(s):

N/A

Attachment(s):

1. League of Women's Voters 100th Anniversary

Town of Holly Springs



A Proclamation By The Mayor

In Recognition of the League of Women Voters' 100th Anniversary

WHEREAS, The League of Women Voters was founded in 1920 as a “mighty political experiment by the foremothers of the suffragist movement at the National American Woman Suffrage Association; and

WHEREAS, their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters; and

WHEREAS, with the success of this effort and the tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan grassroots organization; and

WHEREAS, the League has sponsored legislation and fought in the courts to protect and strengthen voting rights and access, and for free and fair elections, civil rights, children, community health and education; and

WHEREAS, the League champions government systems that are open, transparent, inclusive and equitable; and

WHEREAS, the League believes that active and engaged citizens, irrespective of gender, ethnicity or political affiliation, are the hallmark of democracy.

NOW, THEREFORE, I, Dick Sears, Mayor of the Town of Holly Springs, North Carolina, am hereby honored to recognize the

League of Women Voters' 100th Anniversary

as well as the 100th anniversary of women gaining the right to vote in the United States and North Carolina and the impact these historic accomplishments have on citizen engagement and the civic life of the community, the state and the nation.

Presented this 1st day of April, 2020

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 21st day of July, 2020

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Recognition of Shook Construction, Inc. for Volunteer Service to the Town

Strategic Priority Area: Engaged, Healthy, & Active Community
Organizational Excellence

Staff Resource: Adam Huffman, Parks & Recreation

Action(s):

Recognize Shook Construction for volunteering staff time and resources to complete the section of Bass Lake Trail damaged by Hurricane Matthew.

Explanation:

- Shook Construction (SC) recently completed an outreach service project at Bass Lake Park.
- SC voluntarily performed a variety of tasks and provided the resources necessary to mulch part of the trail damaged by Hurricane Matthew.
- The Town would like to honor three Shook Construction representatives with a plaque to recognize this effort. The members are:
 - Riley Tolen - Vice President
 - Matthew Donovan - Project Manager
 - Jay Powelson - Project Engineer

Background:

- Shook Construction (SC), the company constructing the Waste Water Treatment Plant odor control project, offered to perform a community outreach service for the Town.
- Town staff identified a greenway mulching project at Bass Lake Park as a viable option.
- SC reviewed several Town submissions and ultimately chose to pursue the Bass Lake Trail project.
- In early June, SC began working on the section of the Bass Lake Greenway damaged by Hurricane Matthew.
- The four-day project included removing debris and doing minor grading work, laying new fabric and spreading mulch, and furnishing and installing two benches along the trail.
- The SC team did a great job repairing the trail and many users are happy to have the trail open.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Public Hearings

Title: Refinancing of the W.E. Hunt Recreation Center

Strategic Priority Area: Organizational Excellence

Staff Resource:

Action(s):

- Conduct Public Hearing for W.E. Hunt Recreation Center Refinancing.

Explanation:

- The purpose of the public hearing is to receive public comment concerning a proposed financing contract under which the Town would refinance an existing loan that paid for the acquisition, construction and financing of the W.E. Hunt Recreation Center. The installment contract for the financing would be brought forth to Council at the August 18th Council meeting.
- The Town makes a preliminary determination to finance approximately \$3,200,000 through installment financing. The existing debt is installment financing and therefore refinancing with installment financing is appropriate.
- The anticipated new interest rate for the Hunt Center is 1.6%, down from 5.2%. Anticipated savings is approximately \$385,000.
- Some of the financing proceeds may represent reimbursement to the Town for prior expenses on project costs, and some proceeds may be used to pay financing expenses or to provide any appropriate reserves.

Background:

- At the June 22, 2020 Town Council meeting, a resolution was adopted authorizing Town officials to continue the financing process for the refinancing of the W. E. Hunt Recreation Center asking the Local Government Commission (LGC) for its required approval.
- Refinancing or refunding of municipal debt is a common and best practice approach among NC municipalities when lower interest rates provide an opportunity to lower a municipality's overall debt service to achieve savings for tax and rate payers.
- The refinancing should reduce the interest rate while providing a new lender without extending the life of the loan.

Funding Source(s):

Debt Service Funds

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Public Hearings

Title: Financing of Avent Ferry Sewer Force Main

Strategic Priority Area: Organizational Excellence

Staff Resource: Patty Dressen, Finance

Action(s):

Conduct Public Hearing to consider financing for the upcoming Avent Ferry Force Main project.

Explanation:

- The purpose of this agenda item is to complete another step required by General Statutes and the NC Local Government Commission for the refinancing or issuance of new debt. The issuance of new debt is necessary to fund the Avent Ferry Sewer Force Main project.
- The Town makes a preliminary determination to finance approximately slightly lower or higher than \$4,000,000 through installment financing.
- The anticipated rate for financing is approximately 2%.
- Some of the financing proceeds may represent reimbursement to the Town for prior expenses on project costs, and some proceeds may be used to pay financing expenses or to provide any appropriate reserves.

Background:

- The Avent Ferry Sewer Force Main project replaces an existing 8" line with an 18" line. The project will relieve pressure and allow the existing pump station to reach pump rates which will service the projected number of single family homes within the basin.
- At the June 22, 2020 Town Council meeting, a resolution was adopted authorizing Town officials to continue the financing process for the Avent Ferry Sewer Force Main asking the Local Government Commission (LGC) for its required approval.
- The project budget and final loan documents will be presented for approval at the August 18, 2020 Council meeting.

Funding Source(s):

Debt Service Funds

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Public Hearings

Title: Calvert Sports Academy and Development Center 20-DP-06 / 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04

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

Staff Resource: Sean Ryan, Planning & Zoning, Rachel Jones, Engineering

Action(s):

1. Open Quasi-Judicial Public Hearing and continue to August 18, 2020.

Explanation:

- This request is being tabled because the Fire Flow Analysis for the project has not been finalized which is required prior to Town Council consideration. Since the public hearing for this agenda item has been advertised, the public hearing will need to be opened and continued to August 18, 2020.
- Calvert Sports Academy and Development Center has submitted a request for Development Plan, Special Exception Use (SEU), and Variances for an Indoor Sports Training Facility located in the Carolina Springs Planned Unit Development (PUD).
- The Carolina Springs PUD is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Veridea Parkway and NC 540.
- Approved in May 2019, Carolina Springs is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.
- The proposed Calvert Sports Academy and Development Center is located on a 12.6 ± acre portion of the Innovation District. The facility is approximately 272,044 square feet in building area and will be located at the corner of the future Carolina Springs Blvd (east/west connector) and Ice Barn Road.
- The location of the project qualifies the building to utilize the special design features for "icon buildings" within the PUD architectural design guidelines.

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on June 23, 2020:

- Clarification of the onsite and offsite improvements for the development of Phases 1 and 2 of Carolina Springs.
- If the building would have roof solar panels.
- Clarification on road widths, building and parking lot entrances, parking and expected drop off locations.
- Bus parking and drop off locations.
- If electric car charging stations would be provided

Planning Board Recommendation:

The Planning Board recommended approval (6-0-3)

- The Planning Board requests Town Council to review the potential for including solar

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July 21, 2020

panels on the roof of the facility as well as electric charging station in the parking lot

Background:

- Carolina Springs Master Plan 19-MAS-03-A01 for site improvements was approved on June 22, 2020.
- Carolina Springs Master Plan 19-MAS-03 for the Architectural Design Guidelines was approved on February 18, 2020.
- Carolina Springs Planned Unit Development (PUD) is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Veridea Parkway and NC 540.
- The PUD, approved in May 2019, is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.

Funding Source(s):

N/A

Attachment(s):

1. 20DP06 20SEU04 Calvert Conditions
2. 20DP06 20SEU04 Calvert Plans
3. Resolution 20-20 20DP06 20SEU04 Calvert Sports Academy
4. Calvert_Carolina Springs_Trip Gen_Phasing Memo 3.20.2020



THE TOWN OF

Holly Springs

Special Exception Use, Variances, and Development Plan for Calvert Sports Academy and Development Center: 20-SEU-04 / 20-VARTC-03 / 20-VARTC-04 / 20-DP-06

Motion and Conditions of Approval:

Make and accept the Findings of Fact for consideration of and to approve Special Exception Use 20-SEU-04 as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712, with the following conditions:

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

Make and accept the Findings of Fact for consideration of and to approve Variance 20-VARTC-03 to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center, with the following conditions:

1. This Variance shall only apply to #20-DP-06 for Calvert Sports Academy and Development Center.

Make and accept the Findings of Fact for consideration of and to approve Variance 20-VARTC-04 to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center, with the following conditions:

1. This Variance shall only apply to #20-DP-06 for Calvert Sports Academy and Development Center.

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Approve / deny / defer #20-DP-06 for Calvert Sports Academy and Development Center as submitted by Clark Nexsen, Project Number CN 7157, dated Revised June 24, 2020 with the following conditions:

1. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
2. All previous conditions of approval for *Carolina Springs PUD* and *Carolina Springs Master Plan* shall apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. The following intersections will be monitored for traffic signal by Carolina Springs PUD developments after the Calvert Sports Academy is operational. A Signal Warrant Analysis is required to be completed by the development impacting the intersection. The signal will be designed and installed once warranted and approved by NCDOT.
 - a. Old Holly Springs Apex Road and NC-540 Eastbound Ramps
 - b. Old Holly Springs Apex Road and Carolina Springs Blvd.
 - c. Old Holly Springs Apex Road and Woods Creek Road
4. The following must be completed prior to the first Construction Drawing Approval:
 - a. Final Plat must be recorded for the subdivision of this property.
5. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003
 - c. Provide a completed draft fee-in-lieu form (Form #16006) for nutrient removal based on the impervious area, not the total area.
6. Prior to Construction Drawing Approval and/or issuance of Land Disturbance Permit, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. The subdivision plat is required to be finalized and approved.
 - c. The design of Old Holly Springs Apex Rd., thoroughfare widening and intersection improvements, including turn lanes, must be completed and finalized in accordance with Town and NCDOT standards.
 - d. Approval of Stormwater Management Plan.
 - e. Payment of the Stormwater Fee-in-Lieu.
 - f. All environmental permits must be obtained for the entire project.
 - g. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance

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surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.

7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
8. In accordance with the Carolina Springs Master Plan, this project is an icon building and is required to provide public art. Prior to issuance of a certificate of occupancy, design specifications shall be submitted to the Department of Planning and Zoning for review and the Town Council for approval.
9. Prior to the issuance of a building permit for building construction:
 - a. Detailed building elevations shall be submitted as a major Development Plan Amendment for review and comment by the Director of Planning and Zoning, review and recommendation by the Planning Board, and approval by the Town Council.
 - b. The development shall construct and maintain an accessible all weather road and water supply for fire protection during construction to meet NC Fire Prevention Code.
 - c. The construction of off-site water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - d. The construction of off-site water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
 - e. The construction of off-site reclaimed water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-site reclaimed water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
- 10.A Development Plan amendment shall be submitted for the final design specifications for all plaza areas, including final design details and landscaping to be approved by the Director of Planning and Zoning.
- 11.Prior to receiving a Certificate of Occupancy, the following must be addressed:
 - a. Thoroughfare widening and intersection improvements, including turn lanes, on Old Holly Springs Apex Rd. associated with this development must be constructed as identified in the TIA Memorandum prepared by Ramey Kemp & Associates, and approved by the Town and NCDOT.
 - b. Carolina Springs Blvd. must be constructed from Old Holly Springs Apex Rd. across the project's property frontage to a point west of the property line to serve the development. This portion of the road must be accepted and approved by the Town.
 - c. The construction of Ice Barn Rd. (new north-south connector) along the eastern property frontage of this development, shall be completed to serve this project and approved by the Town.

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- d. The construction of Carolina Springs Pump Station #1 and associated forcemain must be complete and receive approval and acceptance by the Town.
- e. The construction of off-site gravity sewer infrastructure shall be completed to serve this development and must be approved and accepted by the Town.
- f. The construction of off-Site water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
- g. The construction of off-Site reclaimed water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.

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Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN & SPECIAL EXCEPTION USE CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER 20-DP-06 / 20-SEU-04

PETITIONER(S):

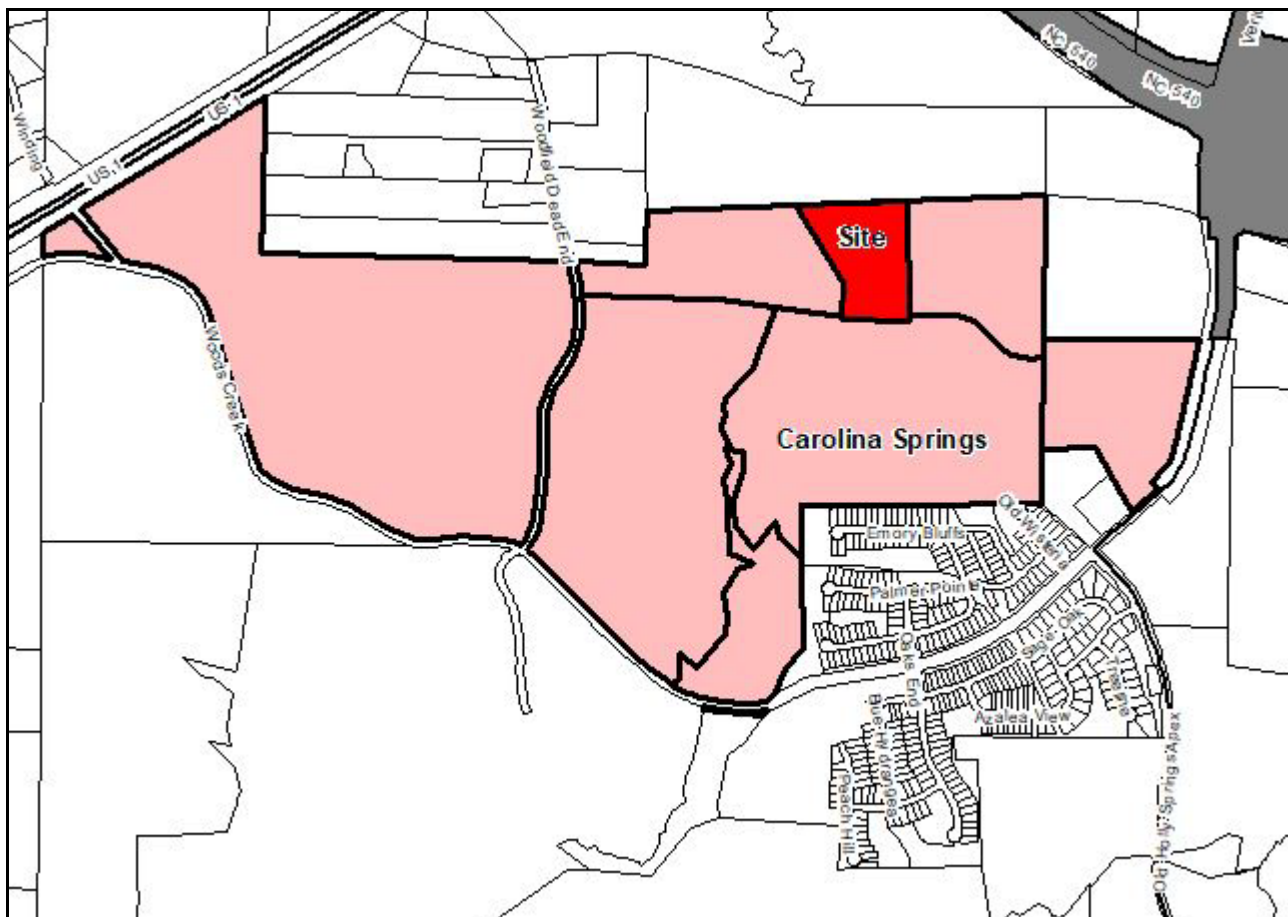
Trent Rogers
Clark Nexsen

DESIGN PROFESSIONAL:

Trent Rogers
Clark Nexsen

DEVELOPER:

Russ McLauchlan
Calvert Sports Academy &
Development Center



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

ANTICIPATED REVIEW SCHEDULE:

Planning Board:	June 23, 2020
Town Council Public Hearing & Action:	July 21, 2020

STAFF CONTACTS: Sean Ryan, Planner II
Rachel Jones, Development Review Engineer

ATTACHMENTS: Petition, Special Exception Use Findings of Fact, Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Shenandoah Homes LLC	0730842712 (portion of)	PUD: Carolina Springs	59.7 acres (12.6 ± acres portion)
TOTAL			12.6± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	PUD: Carolina Springs	Vacant
North	(Apex) SD-CZ	Vacant Future Veridia mixed use development
South	PUD: Carolina Springs	Vacant Future Carolina Springs Village Square District
East	PUD: Carolina Springs	Vacant Future Carolina Springs Innovation District
West	PUD: Carolina Springs	Vacant Future Carolina Springs Village Square District

PROPERTY HISTORY

Annexation History

PIN: 0730634462

Project Number: A02-02

Description: Annexation of 425 acres

Approved by Town Council on: 01/15/2002

Rezoning History

PIN: 0730634462

Original Zoning: Wake County R-80

Proposed Zoning: R-20

Approved by Town Council on: 02/19/2002

Planned Unit Development History

Project Number: 18-PUD-01

Description: Mixed Use PUD Master Plan

Approved by Town Council on: 05/21/2019

Project Number: 18-REZ-01

Original Zoning: R-30, R-20, and LB

Proposed Zoning: PUD

Approved by Town Council on: 05/21/2019

Master Plan History

Project Number: 19-MAS-03

Description: Architectural Design Guidelines

Approved by Town Council on: 02/18/2020

Project Number: 19-MAS-03-A01

Description: Detailed Master Plan

Pending Town Council on: 06/22/2020

PROJECT OVERVIEW

Calvert Sports Academy and Development Center has submitted a request for Development Plan, Special Exception Use, and Variances for an Indoor Sports Training Facility located in the Carolina Springs Planned Unit Development (PUD). The PUD is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Verida Parkway and NC540. Approved in May 2019, Carolina Springs is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing.

The proposed Calvert Sports Academy and Development Center is located on a 12.6 ± acre portion of the Innovation District. The facility is approximately 272,044 square feet in building area and will be located at the corner of future Carolina Springs Blvd (east/west connector) and Ice Barn Road. The location of the project qualifies the building to utilize the special design features for “icon buildings” within the PUD architectural design guidelines.

SPECIAL EXCEPTION USE

- 1. 20-SEU-04: Request to allow for a Special Exception Use as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.**

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

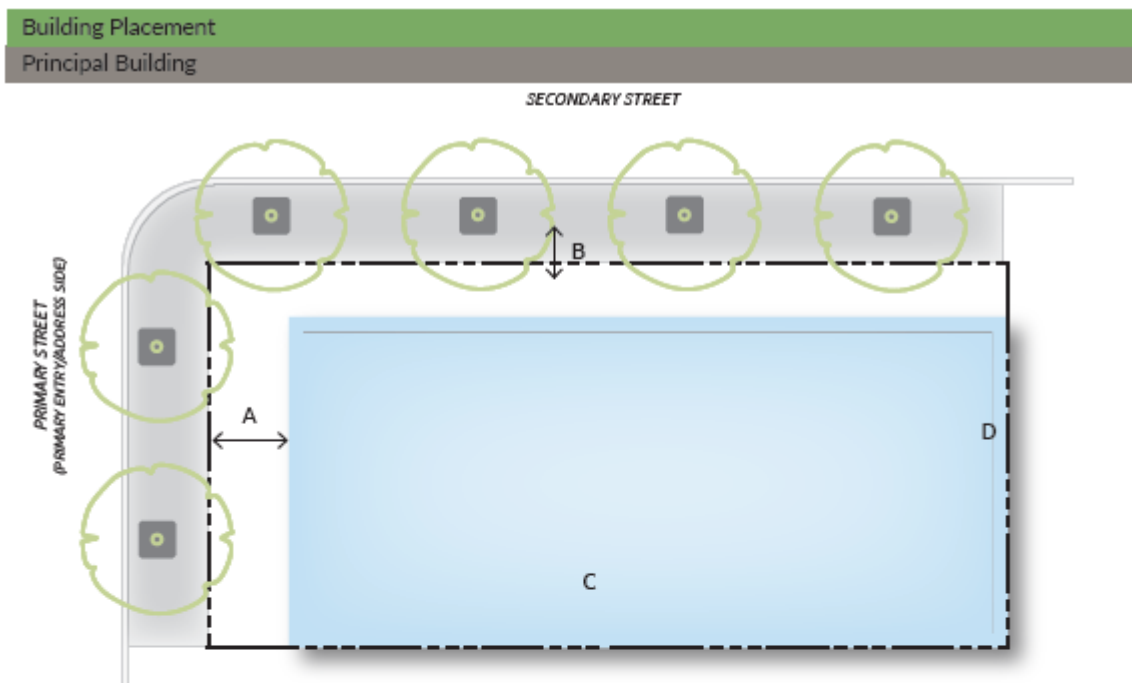
- a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- b. The proposed use will not injure or adversely affect the adjacent area;
- c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
- i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
- j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

TOWN COUNCIL VARIANCE REQUESTS– NOT FOR PLANNING BOARD DISCUSSION OR CONSIDERATION

- 1. 20-VARTC-03: Request to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District**

Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

PUD Requirements:

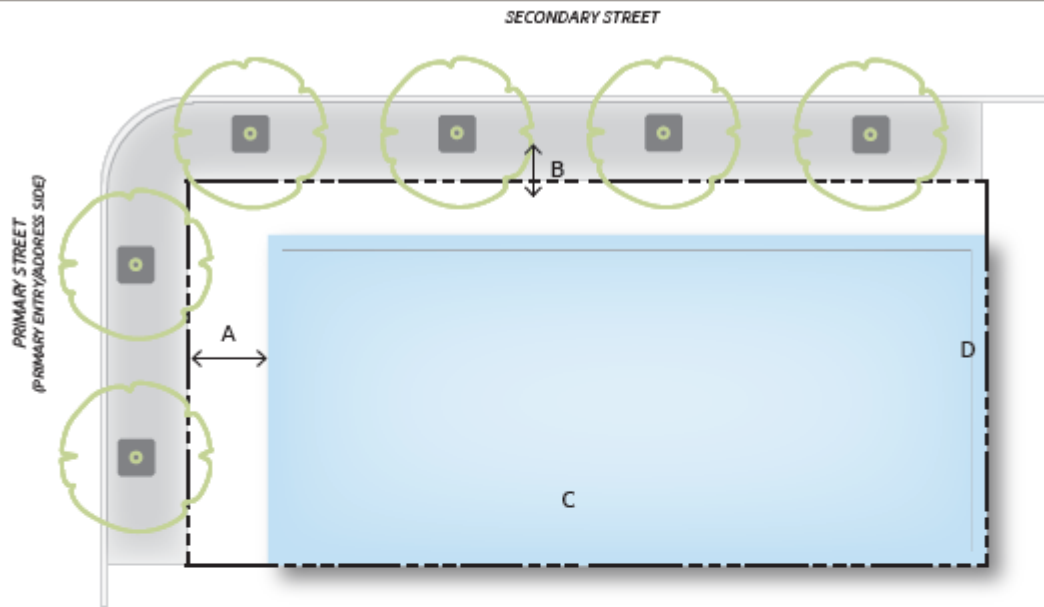


District Perimeter Yards And Buildings Setbacks		
Overall PUD Perimeter Buffer		30 ft min.
Internal District Setbacks (Apply only to internal District Public Streets)		
Building		
A.	Front Setback (primary entry/address side)	20 ft. max, for at least 50% of the visible building facade facing a street
B.	Secondary Front Setback (corner lot)	20 ft. max, for at least 50% of the visible building facade facing a street
C.	Side Setback	0 ft. min.
D.	Rear Setback	0 ft. min.
Encroachments		
Cafe Seating/Chairs		100% max. of total setback
Balcony/Deck/Patio &/or Bay windows		80% max. of total setback
Open Front Porch (6-foot-deep min.)		40% max. of total setback
Allowances		
Forecourt		May recess from front lot line or side lot line a maximum of 50 feet for pedestrian entries or courtyards

- 20-VARTC-04: Request to allow a Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

Building Placement

Principal Building



District Perimeter Yards And Buildings Setbacks		
Overall PUD Perimeter Buffer		30 ft. min.
Internal District Setbacks (Apply only to internal District Public Streets)		
Building		
A.	Front Setback (primary entry/address side)	20 ft. max, for at least 50% of the visible building facade facing a street
B.	Secondary Front Setback (corner lot)	20 ft. max, for at least 50% of the visible building facade facing a street
C.	Side Setback	0 ft. min.
D.	Rear Setback	0 ft. min.
Encroachments		
Cafe Seating/Chairs		100% max. of total setback
Balcony/Deck/Patio &/or Bay windows		80% max. of total setback
Open Front Porch (6-foot-deep min.)		40% max. of total setback
Allowances		
Forecourt		May recess from front lot line or side lot line a maximum of 50 feet for pedestrian entries or courtyards

STAFF ANALYSIS

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The project area is designated as Natural Area and Regional Center on the Future Land Use Map.

Natural Area

Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.

Regional Center

A Regional Center is a hub for entertainment and employment, located immediately off the 540 interchange at Holly Springs Road and at Old Holly Springs Apex Road. These areas are envisioned as energized centers containing a mix of business, entertainment, civic, and cultural activities with a mix of housing types within and surrounding the center. As a magnet to surrounding towns and neighborhoods, a regional center becomes an iconic symbol and exciting focal point in southern Wake County. Buildings may stand two to ten stories tall in the immediate center of the development, and the public spaces between buildings should be designed for active living, community gathering, and interesting street life. Residential units or office space may be found above storefronts. Parking should be satisfied using on-street parking, structured parking, and shared rear-lot parking strategies.

A Regional Center may be surrounded by one or more Residential Neighborhoods or Mixed Residential Neighborhoods. The design, scale, character, and intensity of development in the Regional Center should be compatible with, and transition to, adjacent land uses; and the character of existing adjacent neighborhood should be preserved.

Part 1: Special Exception

A Special Exception Use is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting a Special Exception Use, must be able to demonstrate that all required Findings of Fact are being met. The Town Council through the public hearing and sworn testimony must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.

Part 2: Detailed Master Plan

Development Standards

Gross Density:

Maximum Permitted: Innovation District - 8 units per acre

Proposed: 0 units per acre

Lot Area/Lot Size: 12.6± acres

Minimum Yards/Interior Yards:

Perimeter Yards

Required: 30 feet

Provided: 30 feet

Interior Yards

Not required

Setbacks:

Required:

Front: 20 feet maximum for at least 50% of the façade facing the street

Secondary Front: 20 feet maximum for at least 50% of the façade facing the street

Side: 0 feet

Rear: 0 feet

Provided:

Front: 6 feet, with 33% of the façade facing the street at the 20 foot maximum

**Variance 20-VARTC-03 requested*

Secondary Front: 20 feet, with 22% of the façade facing the street at the 20 foot maximum

**Variance 20-VARTC-04 requested*

Side: 211 feet

Rear: 75 feet

Building Height:

Required

Minimum: 30 feet

Maximum: 135 feet

Stories: 12 stories max

Provided:

Height: 72 feet

Stories: 4 stories

Gross Floor Area:

Proposed: 272,044 square feet

Parking & Loading:

Parking:

Required: 1 space per 800 square feet = 340 spaces

Provided: 320 off-street standard spaces, 6 off-street bus spaces, 14 on-street spaces

Loading:

Required: 5 spaces

Provided: 5 spaces

Outdoor Operations:

An outdoor service yard has been provided along the west façade of the building. The service yard will be screened with screening panels and landscaping.

Outdoor seating will be provided in the plaza areas on the west and east façades of the building.

Landscape Requirements:

Perimeter Yard/Bufferyard

Required: Along north property line: 30 foot Type C-75 Landscape Screen

Provided: 30 foot Type C-75 Landscape Screen. Species include Oak, Holly, Magnolia, and Cryptomeria

Foundation

Foundation landscaping has been provided along all building façades as required by the PUD. Species include Arborvitae, Holly, Magnolia, River Birch, Cedar, Hydrangea, and Dogwood.

Interior Parking Lot

Islands Required: 34

Island provide: 52, each with the required tree and 4 shrubs

Parking Area Screening

Parking screening has been provided with grade change or row of shrubs along all parking areas facing adjacent rights-of-way

Street Trees

Street trees are provided along Ice Barn Drive and Carolina Springs Blvd, as required by the PUD. Species include Nuttall Oak and Zelkova.

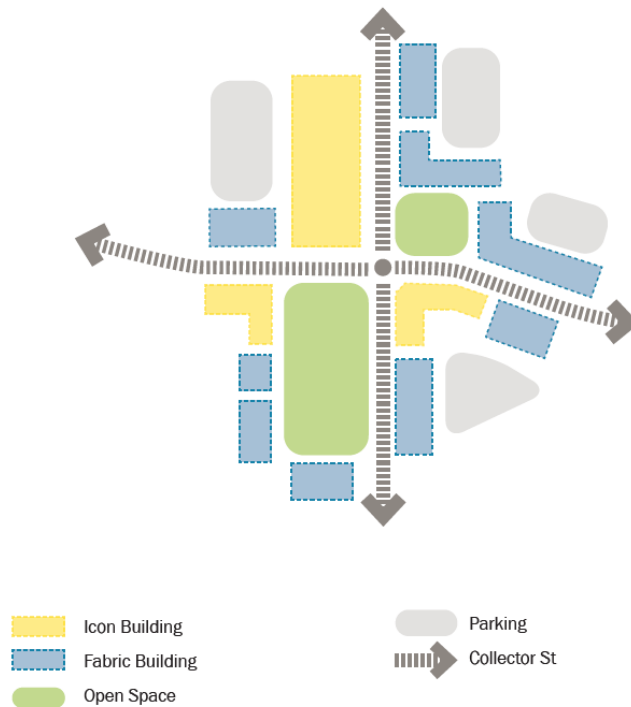
Tree Preservation

Tree preservation areas have been identified on the overall Carolina Springs Master Plan. No required tree preservation areas are located on the site of this project.

Architectural and Site Design Requirements

Building Materials, Colors, Textures, Architecture, Roof Treatment, and Façade Modulation:

The Carolina Springs Architectural Design Guidelines identifies the project location as an “icon building.” Icon buildings are placed at prominent locations within the development that feature long view corridors and are adjacent to busy social interactions or along plazas and open space. The guidelines promote a unique identity and architectural character that reflects and strengthens the Innovation District goal to present a modern, forward thinking and cutting-edge environment.



Key Design Components:

- Pedestrian oriented
- Layering and depth of building façades
- Visual interest with building material selection
- Defined building base
- Volumetric building massing

Preliminary building elevations submitted indicate building materials will consist of glass, metal panels, and concrete. Layering and depth of building façades, a defined building base, and volumetric building massing have also been provided.

The elevations submitted by the applicant are sufficient to show the design concept and compliance with the minimum standards contained in the architectural design guidelines. Detailed building elevations will be required after the applicant further refines this concept. These elevations will be reviewed by staff and presented to the Planning Board for a recommendation to the Town Council, as outlined in the staff proposed conditions of approval.

Building Orientation:

The primary entry is oriented east, facing future Ice Barn Road.

Site Design and Open Space:

All “icon buildings” are required to provide public art installations that are visible from the public right-of-way. The applicant has shown two potential locations for this art.

The project features unique plaza design at the front entry along Ice Barn Road.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

Walkways or Pedestrian/Bikeway System Design:

Internal pedestrian walkways provide direct connections to the parking areas, public sidewalk system, and greenway.

Vehicular Area Design:

The parking area features two internal walkways to provide safe walkways for pedestrians to the rear building entrance.

PARKS & RECREATION

Greenways:

Greenways are shown on the Development Plan documents are in alignment with what has been approved for the Carolina Springs Master Plan. Greenway design and associated crossings, signage and markings will all meet the Town’s adopted construction standards.

ENGINEERING

Water Service:

Water service will be provided to this development through connection to watermain that will be extended in Carolina Springs Blvd and Ice Barn Rd as a part of the major infrastructure constructed with the Carolina Springs Master Plan. An 8-inch watermain will extend through the site and around the building.

Reclaimed Water Service:

Reclaimed water service will be provided to this development through connection to reclaimed water main that will be extended in Carolina Springs Blvd and Ice Barn Rd. as a part of the major infrastructure constructed with the Carolina Springs Master Plan.

Sewer Service:

Sewer service will be provided to this development through connection to gravity sewer main that will be extended through the development as a part of the major infrastructure constructed with the Carolina Springs Master Plan. Sewer from this development will discharge by gravity to the Carolina Springs Pump Station #1.

Transportation

A Traffic Impact Analysis (TIA) was completed and approved with the Carolina Springs PUD. A phasing memo was provided that outlined how the transportation improvements recommended in the TIA would be phased in with the construction of the development. A memorandum was submitted with this project to evaluate the traffic impacts from Calvert Sports Academy and from the first Phase of the Residential Development in the Village Square District of the PUD. This memorandum identified transportation improvements required to be completed with the build-out of the two components within the PUD.

The TIA Phasing Memo defines **Phase 1** as the construction of the Calvert Sports Academy project and Carolina Springs Phase 1 Residential (approximately 422 units). The following are recommended to be constructed with the build-out of these two components of the PUD. The following improvements are not being constructed with the Calvert Sports Academy development plan. These improvements will be submitted with subsequent construction drawings:

- Construct Carolina Springs Blvd with two (2) egress lanes and two (2) ingress lanes.
- Construct a westbound right-turn lane on Old Holly Springs – Apex Road at Carolina Springs Blvd.
- Construct an eastbound left-turn lane on Old Holly Springs – Apex Road at Carolina Springs Blvd.
- Construct an eastbound right-turn lane on Woods Creek Road at Old Holly Springs – Apex Road.
- Construct a northbound right-turn lane on Old Holly Springs – Apex Road at Woods Creek Road.
- Construct a westbound left-turn lane on Old Holly Springs – Apex Road at Woods Creek Road.
- Monitor the intersection of Old Holly Springs – Apex Road and NC-540 Eastbound Ramps for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.
- Monitor the intersection of Old Holly Springs – Apex Road and Carolina Springs Blvd. for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.
- Monitor the intersection of Old Holly Springs – Apex Road and Woods Creek Road for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.

Road Widening:

This project will be served by road improvements completed **by others** in accordance with the Town's Unified Development Ordinance (UDO), Comprehensive Transportation Plan (CTP) and Engineering Design & Construction Standards (ED&CS). This includes the widening of Old Holly Springs Apex Rd. to the ultimate cross section, the new construction of Carolina Springs Blvd, and the new construction of Ice Barn Rd, as well as the additional intersection improvements listed above. All of these road improvements are required to be completed prior to the completion of **Phase 1** as described above and will not be constructed under this development plan. The road improvements will be submitted to the Town through the construction drawing review process.

Connectivity:

This development will construct 10-ft public greenway on the northern edge of the site in accordance with the Carolina Springs Master Plan. The greenway will connect to internal sidewalk, which leads directly to bike racks, multiple building entrances, and the parking area. On the eastern portion of the site, the internal sidewalk connects to the public sidewalk on Ice Barn Rd starting at the corner of Carolina Springs Blvd to create a pedestrian plaza adjacent to the building.

Environmental

This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance and is located in the Neuse River Basin and will be subject to all applicable requirements of that basin.

REQUESTED ACTION

ACTION #1: SPECIAL EXCEPTION USE

Motion that the Planning Board recommend the Town Council **approve / deny** Special Exception Uses 20-SEU-04 to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.0730842712, as submitted by Clark Nexsen with the following conditions:

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

ACTION #2: DEVELOPMENT PLAN

Motion that the Planning Board recommend the Town Council **approve / deny** #20-DP-06 for Calvert Sports Academy and Development Center as submitted by Clark Nexsen, Project Number CN 7157, dated Revised May 29, 2020 with the following conditions:

1. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
2. All previous conditions of approval for *Carolina Springs PUD* and *Carolina Springs Master Plan* shall apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. The following intersections will be monitored for traffic signal by Carolina Springs PUD developments after the Calvert Sports Academy is operational. A Signal Warrant Analysis is required to be completed by the development impacting the intersection. The signal will be designed and installed once warranted and approved by NCDOT.
 - a. Old Holly Springs Apex Road and NC-540 Eastbound Ramps
 - b. Old Holly Springs Apex Road and Carolina Springs Blvd.
 - c. Old Holly Springs Apex Road and Woods Creek Road
4. The following must be completed prior to the first Construction Drawing Approval:
 - a. Final Plat must be recorded for the subdivision of this property.
5. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003
 - c. Provide a completed draft fee-in-lieu form (Form #16006) for nutrient removal based on the impervious area, not the total area.
6. Prior to Construction Drawing Approval and/or issuance of Land Disturbance Permit, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. The subdivision plat is required to be finalized and approved.
 - c. The design of Old Holly Springs Apex Rd., thoroughfare widening and intersection improvements, including turn lanes, must be completed and finalized in accordance with Town and NCDOT standards.
 - d. Approval of Stormwater Management Plan.
 - e. Payment of the Stormwater Fee-in-Lieu.
 - f. All environmental permits must be obtained for the entire project.
 - g. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a

cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.

7. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
8. In accordance with the Carolina Springs Master Plan, this project is an icon building and is required to provide public art. Prior to issuance of a certificate of occupancy, design specifications shall be submitted to the Department of Planning and Zoning for review and the Town Council for approval.
9. Prior to the issuance of a building permit for building construction:
 - a. Detailed building elevations shall be submitted as a major Development Plan Amendment for review and comment by the Director of Planning and Zoning, review and recommendation by the Planning Board, and approval by the Town Council.
 - b. The development shall construct and maintain an accessible all weather road and water supply for fire protection during construction to meet NC Fire Prevention Code.
 - c. The construction of off-site water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - d. The construction of off-site water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
 - e. The construction of off-site reclaimed water facilities in Old Holly Springs Apex Rd. shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-site reclaimed water facilities in Carolina Springs Blvd. shall be completed to serve this development, during construction and at build out, and must be approved and accepted by the Town.
10. A Development Plan amendment shall be submitted for the final design specifications for all plaza areas, including final design details and landscaping to be approved by the Director of Planning and Zoning.
11. Prior to receiving a Certificate of Occupancy, the following must be addressed:
 - a. Thoroughfare widening and intersection improvements, including turn lanes, on Old Holly Springs Apex Rd. associated with this development must be constructed as identified in the TIA Memorandum prepared by Ramey Kemp & Associates, and approved by the Town and NCDOT.
 - b. Carolina Springs Blvd. must be constructed from Old Holly Springs Apex Rd. across the project's property frontage to a point west of the property line to serve the development. This portion of the road must be accepted and approved by the Town.
 - c. The construction of Ice Barn Rd. (new north-south connector) along the eastern property frontage of this development, shall be completed to serve this project and approved by the Town.
 - d. The construction of Carolina Springs Pump Station #1 and associated forcemain must be complete and receive approval and acceptance by the Town.
 - e. The construction of off-site gravity sewer infrastructure shall be completed to serve this development and must be approved and accepted by the Town.
 - f. The construction of off-Site water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
 - g. The construction of off-Site reclaimed water facilities in Ice Barn Rd. (new north-south connector) shall be completed to serve this development and must be approved and accepted by the Town.
12. Prior to this project moving forward to Town Council, the following must be addressed:
 - a. Final staff review comments shall be addressed.
 - b. For the North/South Connector (Ice Barn Rd), the vertical design 100-ft – 200-ft beyond the northern property line to verify constructability must be provided to the Town and finalized in accordance with the Engineering design & Construction Standards.
 - c. The applicant shall coordinate with the Town's Water Quality Director and finalize the Industrial Waste Survey form information prior to Town Council to determine if pre-treatment or an alternate disposal method is required for the facility's wastestream.

- d. The Hydraulic Water Model and Fire Flow Analysis Report must be resubmitted with comments addressed and finalized.

Agenda Item Completeness Checklist				
	Approved for Distribution			
Staff Member	Yes	No	Initials	Comments
Sean Ryan	X		SR	
Parks & Rec				
Engineering	X		RDJ	
Melissa Sigmund	X		MS	

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ Development Plan (check all that apply)

- ☒ New ☐ Major Amendment ☐ Minor Amendment*
☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☐ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # 20-DP-06

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Calvert Sports Academy and Development Center

If this project is part of a previously approved plan, please specify:

PUD Master Plan/Subdivision Carolina Springs Shopping Center/Lot# _____

Project Location: Old Holly Springs Apex Road / Veridea Parkway

Use street address. If none, use the closest intersection

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

PIN: 0730634462 - REID:0292227 (Wake County) Real Estate ID: _____

Project Acreage (rounded to nearest tenth): 12.6 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: PUD Carolina Springs Proposed Use (see UDO Primary Use List): Innovation District

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☒ N/A

Waivers Requested: ☐ No ☒ Yes- Specify UDO Section Number(s): PUD Carolina Springs (will submit on 4/24)

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

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

Project Applicant/Contact

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

Name Trent Rogers Company Clark Nexsen

Mailing Address 333 Fayetteville Street, Suite 1000

City Raleigh State NC Zip 27601

Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.com

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

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

Design Professional if different than Applicant/Contact

Name Allyson Monsour Company Clark Nexsen

Mailing Address 4525 Main Street, Suite 1400

City Virginia Beach State VA Zip 23462

Telephone # (757) 961-7930 E-Mail amonsour@clarknexsen.com

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

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

Developer

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
Mailing Address 1225 Crescent Green, Suite 115
City Cary State NC Zip 27518
Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Architect

Name Brian Dautel Company Clark Nexsen
Mailing Address 333 Fayetteville Street, Suite 1000
City Raleigh State NC Zip 27601
Telephone # (919) 576-2095 E-Mail bdautel@clarknexsen.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Cindy Hoffman Company Surface 678
Mailing Address 215 Morris Street
City Durham State NC Zip 27701
Telephone # (919) 419-1199 x9124 E-Mail choffman@surface6787.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

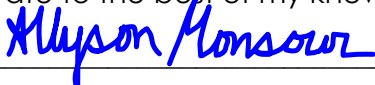
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ Alternate Telephone # () _____
Fax # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐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

Property Owner - Required

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
Mailing Address 1225 Crescent Green, Suite 115
City Cary State NC Zip 27518
Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
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Certificate of Submittal Completion

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

Signature:  Date: 3/20/2019

SPECIAL EXCEPTION USE FINDINGS OF FACT



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information:

Project Name: Calvert Sports Academy and Development Center

Special Exception Use:

UDO Section No.: Carolina Springs PUD

Special Exception Use: Ice Sports Complex

Specific Special Exception Use Request:

Allow a 4 story Ice Sports Complex with short-term housing within the Innovation District

For DPZ Use only

Project # 20-SEU-04

Date Received:

Findings of Fact:

A petition for Special Exception Use may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:

The Ice Sports complex will be a gathering place for the community. The complex will help enhance the public's general health and comfort with the proposed services provided.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:

The Ice Sports complex will be the preferred destination for ice related sports on the east coast. This will greatly enhance the property values for the residents and businesses within Carolina Springs but all within the town of Holly Springs.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:

The Ice Sports complex will enhance the character of the Innovation District while meeting all the land use requirements of the PUD and the Town's Comprehensive Plan.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):

The Ice Sports complex will meet all development standards.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:

The Ice Sports complex has two driveway entrances, one along each road frontage. It also has a vehicular drop-off point in the front of the building. It has bus access/drop-off at the main rear-entrance. The complex provides access to the greenway for bicycle and pedestrian access. It has met all the required needs in Section 7.09

- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:

All parking, mechanical equipment, and trash services have been designed to meet or exceed all standards of the PUD and Town's UDO.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:

The Ice Sports Complex has been designed to meet or exceed all standards of the State of NC, the PUD and Town's UDO.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:

Yes, the Carolina Springs development and the Town have adequate facilities described above to meet the use of the Ice Sports Complex.

- (9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:

Yes, the Ice Sports complex provides all the required screening and landscaping to ensure the public and adjoining properties have minimal impact..

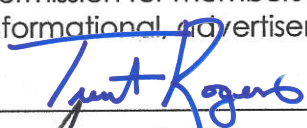
- (10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:

All these items have been taking into consideration and will no adverse impacts on the community.

Certificate of Completion

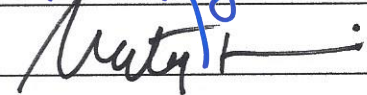
I certify that all information presented in this application is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Planning Board, Town Council, and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant:



Date: 6/17/20

Signature of Owner:



Date: 6.17.20

Marty Linn - Calvert Sports Academy & Development Center, LLC

VARIANCE OF DEVELOPMENT STANDARDS PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Variance Request (please be specific)

UDO Section No.: Carolina Springs PUD
 Section Title: Section 04: Districts: Innovation District page 31
 Specific Variance Request: Reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage. (Ice Barn Road)

For DPZ Use only

Project # 20-VARTC-03Fees Paid: \$ 100.00

Date Received:

☐ BOA☒ Town Council

Project Information

Project Name Calvert Sports Academy and Development Center
If this project is part of a previously approved plan, please specify:
 PUD/Master Plan/Subdivision Carolina Springs Shopping Center/Lot # Innovation District
 Project Location Old Holly Springs Apex Road / Veridea Parkway
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation
 PIN 0730533724 Real Estate ID REID:0292227 (Wake County)

Project Acreage 12.6 Current Zoning Innovation District
 Scoping Meeting Date : 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Primary Contact
 Name Trent Rogers Company Clark Nexsen
 Mailing Address 333 Fayetteville Street, Suite 1000
 City _____ State NC Zip 27601
 Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
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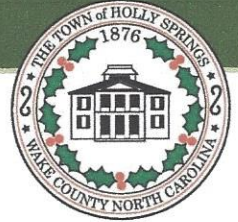
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 Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

VARIANCE OF DEVELOPMENT STANDARDS

FINDINGS OF FACT



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project # 20-VARTC-03

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 722 feet this would be overpowering to pedestrians. Breaking up the building with different angles and distances from the setback will provide a more inviting pedestrian experience. This will enable more public engagement by providing more outdoor seating and gathering areas.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**

The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.)

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn - Calvert Sports Academy & Development Center

VARIANCE OF DEVELOPMENT STANDARDS PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Variance Request (please be specific)

UDO Section No.: Carolina Springs PUD
 Section Title: Section 04: Districts: Innovation District page 31
 Specific Variance Request: Reduce from 50% to 22%, the visible building facade facing a street at the maximum 20 foot setback along the south frontage. (Carolina Springs Blvd.)

For DPZ Use only

Project # 20-VARTC-04Fees Paid: \$ 100.00

Date Received:

☐ BOA☒ Town Council

Project Information

Project Name Calvert Sports Academy and Development Center
If this project is part of a previously approved plan, please specify:
 PUD/Master Plan/Subdivision Carolina Springs Shopping Center/Lot # Innovation District
 Project Location Old Holly Springs Apex Road / Veridea Parkway
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation
 PIN 0730533724 Real Estate ID REID:0292227 (Wake County)

Project Acreage 12.6 Current Zoning Innovation District
 Scoping Meeting Date : 1/16/2019 Concept Meeting Date: 3/5/2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Primary Contact
 Name Trent Rogers Company Clark Nexsen
 Mailing Address 333 Fayetteville Street, Suite 1000
 City _____ State NC Zip 27601
 Telephone # (919) 576-2138 E-Mail trogers@clarknexsen.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
 Mailing Address 1225 Crescent Green, Suite 115
 City Cary State NC Zip 27518
 Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.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

Name Russ McLauchlan Company Calvert Sports Academy & Development Center, LLC
 Mailing Address 1225 Crescent Green, Suite 115
 City Cary State NC Zip 27518
 Telephone # (919) 495-8650 E-Mail rmclauchlan@calvertholdings.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

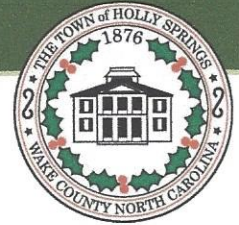
VARIANCE OF DEVELOPMENT STANDARDS

FINDINGS OF FACT

You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center



Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project # 20-VARTC-04

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 216 feet this would be overpowering to pedestrians.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**
- The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.) The building fronts Carolina Springs Blvd. along a curve and the road pulls away from the building resulting in the facade being located further than the maximum 20 foot setback.

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn, Calvert Sports Academy & Development Center

Spell checked by TWEAVER on 03/19/2020 9:52am

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SITE DATA

DEVELOPMENT NAME:
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER

PROPERTY ADDRESS:
100 ICE BARN ROAD
HOLLY SPRINGS, NC

PROPERTY IDENTIFICATION
PIN: 0730533724 (WAKE COUNTY, HOLLY SPRINGS NC)
REID: 0292227 (WAKE COUNTY, HOLLY SPRINGS NC)

ZONING OF PROPERTY:
PUD - MIXED USE - INNOVATION DISTRICT (I1)

PROJECT DENSITY:
0 UNITS PER ACRE

LAND USE:
INDOOR SPORTS TRAINING FACILITY
BUILDING IS AN ICON BUILDING PER THE CAROLINA SPRINGS PUD

LOT AREA:
549,566 SQ.FT (12.62 AC)

SETBACKS REQUIRED:
OVERALL PUD PERIMETER BUFFER: 30 FT MIN

LANDSCAPE BUFFER REQUIRED:
30' ADJACENT TO NORTH PROPERTY LINE

IMPERVIOUS AREA:
PRE-DEVELOPMENT CONDITION: 0 SQ.FT (0.00 AC)
POST-DEVELOPMENT CONDITION: 415,920 SQ.FT (9.54 AC)

PLANNED UNIT DEVELOPMENT: CAROLINA SPRINGS
PUD FILE #: 18-PUD-01
FINAL SUBMITTAL: MARCH 07, 2019

SEWER FLOWS

USING NC 15A NCAC 02T.0144 FOR RESTAURANT SEATING, ARENA SEATS, SHORT TERM HOUSING, AND LOCKER ROOMS, THE ESTIMATED DAILY FLOW IS 25,030 GPD WITH A PEAK OF 78 GPM.

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MUNICIPAL AND UTILITY CONTACTS

PLANNING/ZONING
TOWN OF HOLLY SPRINGS
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
PH: (919) 557-3908

WATER/SEWER
TOWN OF HOLLY SPRINGS
101 THOMAS MILL ROAD
HOLLY SPRINGS, NC 27540
PH: (919) 552-5920

ENGINEERING
TOWN OF HOLLY SPRINGS
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
PH: (919) 552-6221

NATURAL GAS
PUBLIC SERVICE COMPANY OF NORTH CAROLINA
2451 SCHIEFFELIN ROAD
APEX, NC 27502
PH: (919) 367-2713

BURIED CABLE LOCATION
ULOCO
PH: (800) 632-4949

ELECTRIC
DUKE ENERGY
9920 FAYETTEVILLE ROAD
RALEIGH, NC 27603
PH: (919) 552-6221

EROSION/STORMWATER
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
PH: (919) 567-4011

CABLE TV
TIME WARNER CABLE
PH: (919) 467-2800

TELEPHONE
BELL SOUTH
5715 GLENWOOD AVENUE, ROOM 204
RALEIGH, NC 27612
PH: (919) 785-7795

PROJECT CONTACTS

PROJECT APPLICANT / CONTACT
CLARK NEXSEN
TRENT ROGERS
333 FAYETTEVILLE STREET SUITE 1000
RALEIGH, NC 27601
PH: (919) 576-2138

DEVELOPER / PROPERTY OWNER
CALVERT SPORTS ACADEMY & DEVELOPMENT CENTER, LLC
MARTY LINN
1225 CRESENT GREEN, SUITE 115
CARY, NC 27518
PH: (919) 495-8650

LANDSCAPE ARCHITECT
SURFACE 678, P.A.
CINDY HOFFMAN
215 MORRIS STREET, SUITE 150
DURHAM, NC 27701
PH: (919) 419-1199 EXT: 9124

ENGINEER
CLARK NEXSEN
ALLYSON MONSOUR, P.E.
4525 MAIN STREET, SUITE 1400
VIRGINIA BEACH, VA 23462
PH: (757) 455-5800 FAX: (757) 455-5638

ARCHITECT
CLARK NEXSEN
BRIAN DAUTEL
333 FAYETTEVILLE STREET SUITE 1000
RALEIGH, NC 27601
PH: (919) 576-2095

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CALVERT SPORTS ACADEMY
AND DEVELOPMENT CENTER

CALVERT
ICE SPORTS

PROJECT #20-DP-06
DEVELOPMENT PLAN
100 ICE BARN ROAD
HOLLY SPRINGS, NORTH CAROLINA

REFERENCE MASTER PLAN #19-MAS-03-A01 AS AMENDED
PRELIMINARY SUBMITTAL MARCH 20, 2020

OVERALL DEVELOPMENT MAP
SCALE: 1" = 2000'

VICINITY MAP
SCALE: 1" = 500'

SITE DATA TABLE

GROSS FLOOR AREA ALLOWED FOR TOTAL INNOVATON DISTRICT	500,000 SQ.FT MAX 200,000 SQ.FT MIN (500,000 - 272,044 = 227,956)	REQUIRED	PROVIDED
BUILDING FOOTPRINT			272,044 SQ.FT (227,956 SQ.FT REMAINING)
BUILDING HEIGHT REQUIREMENT	30' MIN 135' MAX 12 STORIES MAX		72' HEIGHT 4 STORIES
PARKING	1 SPACE PER 800 SQ.FT (272,044 / 800 = 340)	340 SPACES	312 OFF-STREET SPS, 6 BUS SPS, 8 H/C SPS 14 ON-STREET SPACES (BY OTHERS) TOTAL 340 SPACES
BICYCLE PARKING	IF TOTAL GROSS LEASABLE FLOOR AREA IS LESS THAN 400,000 SQ.FT, TWO (2) BICYCLE RACKS	2 RACKS (5 BIKES EACH)	2 RACKS (14 BIKES TOTAL)
HANDICAP PARKING	MINIMUM ADA PARKING SPACES TOTAL PARKING SPACES REQUIRED 301-400	8 SPACES (2 VAN ACCESSIBLE)	8 OFF-STREET SPACES (2 VAN ACCESSIBLE) 2 ON-STREET SPACES (BY OTHERS)
OFF-STREET LOADING	10,000-40,000 SQ.FT REQUIRES 1 SPACE, EACH ADDITIONAL 60,000 OR PORTION THEREOF REQUIRES 1 ADDITIONAL SPACE (40,000 = 1 SPACE) (232,044 / 40,000 = 3.86 SPACES) (1 SPACE + 4 SPACE = 5)	5 SPACES (12' X 55')	5 SPACES (12' X 55')
SETBACKS:			
FRONT SETBACK (PRIMARY ENTRY.ADRESS SIDE)	20 FT MAX, FOR AT LEAST 50% OF THE VISIBLE BUILDING FACADE FACING STREET (722 X 50% = 361)	361' MIN	215' (30%)
SECONDARY FRONT SETBACK (CORNER LOT)	20 FT MAX, FOR AT LEAST 50% OF THE VISIBLE BUILDING FACADE FACING STREET (216 x 50% = 108)	108' MIN	47.5' (22%)
SIDE	0 FT MIN	211'	N/A
REAR	0 FT MIN	75.2'	N/A

DESIGN CERTIFICATION

GENERAL NOTES

THIS PROJECT SHALL BE IN CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS, AND THE ADOPTED ENGINEERING DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS. THESE PLANS WERE PREPARED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAN APPROVED BY THE TOWN. FURTHERMORE, THE ENGINEER WHOSE SEAL AND SIGNATURE APPEAR BELOW THIS CERTIFIES THAT THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION AND STANDARDS HAVE BEEN THOROUGHLY REVIEWED FOR APPLICABILITY TO THIS PARTICULAR PROJECT. THESE PLANS WERE PREPARED USING SURVEY GRADE DATA IN ALL AREAS WHERE WORK IS BEING PROPOSED INCLUDING UTILITY CROSSINGS AND OTHER ENVIRONMENTALLY SENSITIVE AREAS. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM EITHER THE STANDARDS AND/OR FROM THE APPROVED PRELIMINARY PLAN ARE LISTED BELOW:

SIGNATURE AND SEAL OF PROFESSIONAL ENGINEER

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TOWN OF HOLLY SPRINGS USE

SHEET INDEX

Sheet Number	Sheet Title
GENERAL	
GI001	TITLE SHEET
CIVIL	
C-001	GENERAL NOTES
C-002	LEGEND AND ABBREVIATIONS
C-101	EXISTING CONDITIONS, BASE DATA AND KEY PLAN
CG100	OVERALL GRADING PLAN
CG101	GRADING AND DRAINAGE PLAN
CG102	GRADING AND DRAINAGE PLAN
CI100	OVERALL SITE PLAN AND SIGHT TRIANGLES
CI101	SITE LAYOUT PLAN
CI102	SITE LAYOUT PLAN
CU100	OVERALL UTILITY AND EASEMENT PLAN
CU101	UTILITY PLAN
CU102	UTILITY PLAN
C-501	SITE DETAILS
C-502	SITE DETAILS
C-503	SITE DETAILS
C-504	UTILITY DETAILS
C-505	UTILITY DETAILS
C-506	UTILITY DETAILS
C-507	UTILITY DETAILS
LANDSCAPE	
L160	OVERALL PLANTING PLAN
L161	PLANTING PLAN
L162	PLANTING PLAN
L163	PLANTING SCHEDULE
L164	PLANTING SCHEDULE

SURVEY BENCHMARK

LOCALIZED GROUND COORDINATES N 704781.27 E 2033817.72 NAD 83-2011 - SPC N 704781.03 E 2033817.93 CF:0.99989105	LOCALIZATION POINT BATEMAN PT #1 #5 REBAR SET WITH CAP NAD 83-2011 - SPC N 702591.84' E 2035789.29' CF: 0.99989026 LAT N35°40'49.50559" LON W78°52'46.14848"
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DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

TITLE SHEET

GI001

SHEET - OF XX -

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

I:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\0\0001.dwg Wed, 01 Jul 2020 - 2:38pm trogers

GENERAL NOTES

- ALL WATER UTILITY CONSTRUCTION METHODS, MATERIALS AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS. ALL SANITARY SEWER UTILITY CONSTRUCTION METHODS, MATERIALS AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
- INSTALL WATERLINES WITH A MINIMUM 3-FT OF COVER (UNLESS OTHERWISE INDICATED) AND PROVIDE CONCRETE THRUST BLOCKING AT ALL BENDS AND TEES.
- COORDINATE AND SCHEDULE INSTALLATION OF UTILITIES WITH UTILITY COMPANIES AND OTHER TRADES INCLUDING BUT NOT LIMITED TO: NATURAL GAS, ELECTRICITY, TELEPHONE AND CATV.
- VERIFY EXISTING CONDITIONS, HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES, AND CONNECTIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTACT NC811 AT LEAST (2) TWO BUSINESS DAYS PRIOR TO EXCAVATION OF EXISTING GROUND. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
- SURFACES DISTURBED DURING UTILITY CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS WHERE FINISHED GRADES AND SURFACES ARE NOT INDICATED.
- EXTEND WATER AND FIRE SERVICES TO WITHIN 5' OF BUILDING. PROVIDE FITTINGS NECESSARY FOR CONNECTIONS TO BUILDING WATER AND FIRE SERVICES. COORDINATE WITH PLUMBING AND FIRE PROTECTION PLANS AND CONTRACTORS.
- EXTEND SANITARY SEWER SERVICES TO WITHIN 5' OF BUILDING. INSTALL CLEANOUT AND PROVIDE FITTINGS AND MAKE CONNECTIONS TO BUILDING SEWER SERVICES. COORDINATE WITH PLUMBING PLANS AND CONTRACTOR.
- DIMENSIONS SHOWN ARE TO FACE OF CURB AND FACE OF BUILDING WALL, UNLESS OTHERWISE INDICATED.
- FIELD VERIFY DIMENSIONS INDICATED AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONSTRUCTION STAKING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."
- NO CHANGES TO ANY ASPECT OF THIS SITE PLAN, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, GRADING, BUILDING ELEVATIONS (ESPECIALLY COLORS), LIGHTING, OR UTILITIES SHALL BE MADE WITHOUT THE APPROVAL OF THE TOWN OF HOLLY SPRINGS.
- THE SIZE OF THE PLANTING AREA AND SIZE OF PLANT MATERIAL AT MATURITY SHALL ALLOW FOR A 2.0 FOOT BUMPER OVERHANG FROM THE BACK OF CURB.
- UTILITY EQUIPMENT AND FACILITIES ASSOCIATED WITH ON-SITE ELECTRIC, CABLE, TELEPHONE, GAS OR OTHER SIMILAR UTILITIES SHALL BE SCREENED, TO THE EXTENT POSSIBLE, WITH EVERGREEN PLANTINGS. PLANTINGS SHALL ALLOW FOR A MINIMUM OF 5 FEET CLEARANCE AROUND THE STRUCTURE TO ALLOW FOR ACCESS. ADDITIONALLY, ANY SIDE OF THE STRUCTURE HAVING A DOOR OR LOCK, THE PLANTINGS SHALL ALLOW FOR A 10 FOOT CLEARANCE. THE AMOUNT OF CLEARANCE SHALL ACCOUNT FOR THE SIZE OF THE PLANT MATERIAL AT MATURITY.
- COMPLY WITH STATE AND LOCAL CODES IN OBSERVING EROSION CONTROL MEASURES BOTH ON AND OFF SITE.
- OPEN STORM PIPES SHALL BE PROTECTED WITH STONE FILTER PROTECTION AFTER WORK STOPPAGE EACH DAY AND WEEKENDS UNTIL BOXES ARE CONSTRUCTED.
- STORM DRAINAGE PIPES SHALL BE THOROUGHLY FLUSHED OF SEDIMENT FOLLOWING SITE STABILIZATION. INTERIOR FLUSHING OF SYSTEM SHALL BE PERFORMED AS NEEDED TO MAINTAIN PROPER FUNCTIONING OF THE DRAINAGE SYSTEM.
- ROADS IN FRONT OF PROJECT SHALL BE KEPT CLEAN OR A WASH STATION WILL BE REQUIRED.
- EROSION CONTROL PLAN REVIEW AND SITE INSPECTIONS WILL BE PERFORMED BY WAKE COUNTY.
- UTILITIES OR STRUCTURES NOT INDICATED FOR REMOVAL OR MODIFICATION ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
- WASTE MATERIAL GENERATED FROM DEMOLITION OF STRUCTURES/UTILITIES SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.
- INSTALL TREE PROTECTION FENCING PRIOR TO BEGINNING CLEARING OPERATIONS. CLEAR AND GRUB AREAS AS SHOWN AND REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION PER SPECIFICATIONS AND DRAWINGS. EXISTING TREES, SHRUBS OR OTHER LANDSCAPE MATERIAL WHICH WILL CONFLICT WITH NEW CONSTRUCTION SHALL BE REMOVED. NOTIFY ENGINEER IF EXISTING VEGETATION IS IN CONFLICT WITH THESE PLANS.
- PRIOR TO DEMOLISHING EXISTING STRUCTURES, MAKE AN INSPECTION FOR ANY HAZARDOUS MATERIALS. CONTACT ARCHITECT/ENGINEER IMMEDIATELY IF ANY HAZARDOUS MATERIALS ARE DISCOVERED. CAP AND REMOVE UTILITY SERVICES, FUEL TANKS AND SEPTIC SYSTEMS. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
- PROTECT ADJACENT PROPERTIES, THE GENERAL PUBLIC AND THE OWNER'S FACILITIES. SHOULD DAMAGES OCCUR, REPAIR IMMEDIATELY AS DIRECTED BY THE ARCHITECT/ENGINEER.
- WORK SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CONSTRUCTION AND SAFETY STANDARDS, SPECIFICATIONS AND DETAILS.
- EXISTING VAULTS, MANHOLES, STORM DRAIN STRUCTURES, CLEANOUTS, ETC. SHALL BE ADJUSTED AS NEEDED TO MATCH FINISH GRADE.
- BACKFILL, COMPACTION, SOILS TESTING, ETC. SHALL BE PERFORMED BY THE OWNER'S INDEPENDENT TESTING LABORATORY. (SEE SPECIFICATIONS)
- ENSURE POSITIVE DRAINAGE AWAY FROM EXISTING AND NEW BUILDINGS.
- SIDEWALK DEMOLITION SHALL BE TO NEAREST JOINT OR SAWCUT PERPENDICULAR TO SIDEWALK.
- BY REFERENCING ROADWAY IMPROVEMENTS ON THE PLAN, THE APPLICANT AGREES TO CONSTRUCT SAID IMPROVEMENTS PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY IN A MANNER THAT WILL ALLOW THEM TO FUNCTION AS NOTED ON THE PLAN AND IN ACCORDANCE WITH NCDOT AND TOWN OF HOLLY SPRINGS STANDARDS AND POLICIES. THIS INCLUDES (WHERE APPROPRIATE) BUT IS NOT LIMITED TO: ADEQUATE TRANSITION TAPERS, ALIGNMENT OF LANES THROUGH INTERSECTIONS, ASSOCIATED SIGNAL MODIFICATIONS, PAVEMENT MARKINGS, ASSOCIATED SIGNAGE, CURB AND GUTTER, COORDINATION WITH OTHER PROPOSED ROADWAY IMPROVEMENTS AND BIKE LANES. THE APPLICANT ALSO ACCEPTS THE FINANCIAL RESPONSIBILITY FOR ACQUISITION OF ANY ADDITIONAL RIGHT-OF-WAY NECESSARY TO ACCOMMODATE THESE IMPROVEMENTS AND ANY REQUIRED SIDEWALK CONSTRUCTION.

SLOPE AND SURFACE STABILIZATION

- TEMPORARY OR PERMANENT GROUND COVER SHALL BE PROVIDED ON ALL SLOPES WITHIN 15 WORKING DAYS OF COMPLETION OF ANY PHASE OF GRADING.
- THE ABOVE REQUIREMENTS ARE THE MINIMUM NECESSARY TO MEET EROSION AND SEDIMENT CONTROL REGULATIONS. THE CONTRACT DOCUMENTS INCLUDE ADDITIONAL SEEDING AND STABILIZATION REQUIREMENTS AND SCHEDULES WHICH MAY EXCEED THOSE ABOVE.
- SLOPE EROSION CONTROL MATTING SHALL BE INSTALLED FOR TEMPORARY STABILIZATION DURING THE ESTABLISHMENT OF VEGETATIVE COVER ON ALL STEEP SLOPES (6:1 OR STEEPER). INSTALL MATTING PER MANUFACTURER'S INSTRUCTIONS.

MAINTENANCE PLAN

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN ALL MEASURES AS DESIGNED.
- REMOVE SEDIMENT FROM BEHIND SILT FENCE WHEN DEPTH REACHES 6-INCHES AT THE FENCE. REPAIR SILT FENCE AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDED AREAS SHALL BE FERTILIZED, RE-SEEDED AS NECESSARY, AND MULCHED ACCORDING TO PROJECT SPECIFICATIONS TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE GROWTH.
- TREE PROTECTION FENCING SHALL BE MAINTAINED ON THE SITE UNTIL ALL SITE WORK IS COMPLETED AND THE FINAL SITE INSPECTION PRIOR TO THE CERTIFICATE OF OCCUPANCY (C.O.) IS SCHEDULED. THE FENCING SHALL BE REMOVED PRIOR TO FINAL SITE INSPECTION FOR THE C.O.

CAPE FEAR RIVER BASIN NOTES

- THE CAPE FEAR RIVER BASIN HAS A 30-FOOT STREAM BUFFER. THIS BUFFER IS DIVIDED INTO TWO ZONES CFB1 AND CFB2. ZONE CFB1 IS THE 20 FEET LANDWARD ADJACENT TO THE STREAM BANK ON BOTH SIDES. ZONE CFB2 IS THE 10 FEET LANDWARD ADJACENT TO CFB1.
- ZONE CFB1 OF THE BUFFER MUST BE LEFT COMPLETELY UNDISTURBED.
- NO FILL MATERIAL MAY BE BROUGHT INTO THE CFB1 BUFFERS.
- NO STRUCTURES ARE ALLOWED WITHIN ANY OF THE CAPE FEAR RIVER BASIN BUFFER AREAS.

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

GENERAL NOTES

C-001

SHEET - OF XX -

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

CN 7157

Spell checked by TWEAVER on 03/19/2020 4:39pm

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i:\Projects\7000\7157-Covert Sports Academy\CAD\Sheets\C-C-002.dwg Wed, 24 Jun 2020 - 11:41am cwilliams

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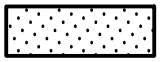
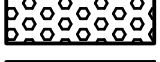
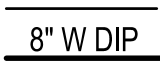
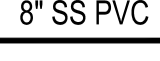
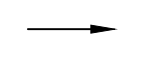
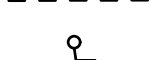
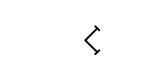
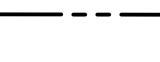
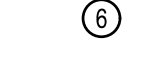
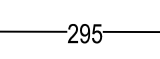
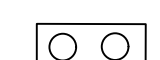
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5

ABBREVIATIONS

A/C	AIR CONDITIONING
BFP	BACKFLOW PREVENTOR
BLK	BLOCK
C&G	CURB AND GUTTER
CE	CONSTRUCTION ENTRANCE
CI	CURB INLET
CL	CENTERLINE
CLF	CHAINLINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
BC	BACK OF CURB
BO	BLOW OFF
CONC	CONCRETE
CONSTR	CONSTRUCTION
DB	DEED BOOK
DI	DROP INLET
DIP	DUCTILE IRON PIPE
E	EAST
E&S	EROSION AND SEDIMENT
EG	EXISTING GAS
ELEV	ELEVATION
EMH	ELECTRIC MANHOLE
EOE	EXISTING OVERHEAD ELECTRIC
EP	EXISTING PAVEMENT
ES	EXISTING STORM
ESD	EXISTING STORMDRAIN
EUE	EXISTING UNDERGROUND ELECTRIC
EUT	EXISTING UNDERGROUND TELEPHONE
EUU	EXISTING UNDERGROUND UTILITY
EW	EXISTING WATER
FDC	FIRE DEPARTMENT CONNECTION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FL	FLOWLINE
FP	FIRE PROTECTION
GALV	GALVANIZED
GV	GAS VALVE
HDPE	HIGH-DENSITY POLYETHYLENE
HH	HAND HOLE
HP	HIGH POINT
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
INV	INVERT
IRV	IRRIGATION VALVE
IP	INLET PROTECTION
L	LEFT
MB	MAP BOOK
MG	MATCH GRADE
MH	MANHOLE
MIN	MINIMUM
N	NORTH
NO	NUMBER
RWMO	RIGHT OF WAY MONUMENT
PIV	POST INDICATOR VALVE
PS	PUMP STATION
PVC	POLYVINYL CHLORIDE
R	RIGHT
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RD	ROOF DRAIN
S	SOUTH
SCO	SANITARY CLEANOUT
SCM	STORMWATER CONTROL MEASURE
SDMH	STORMDRAIN MANHOLE
SF	SILT FENCE
SMH	SANITARY MANHOLE
STL	STEEL
TC	TOP OF CURB
TLP	TELEPHONE POLE
TP	TELEPHONE PEDESTAL/ TREE PROTECTION
	TOP OF PAVEMENT
TRV	TRAVERSE
TYP	TYPICAL
UNK	UNKNOWN
VC	VITRIFIED CLAY
W	WATER/WEST
WV	WATER VALVE
YL	YARD LIGHT
#	NUMBER
&	AND
@	AT

LEGEND

EXISTING	PROPOSED BY OTHERS	NEW	
			BUILDING
			CONCRETE SIDEWALK
			LIGHT DUTY ASPHALT PAVEMENT
			DETECTABLE WARNING SURFACE
			HEAVY DUTY ASPHALT PAVEMENT
			GREENWAY TRAIL
			CONCRETE CURB
			CONCRETE CURB AND GUTTER (INFLOW)
			WATER LINE
			RECLAIMED WATER LINE
			WATER VALVE
			FIRE HYDRANT
			POST INDICATOR VALVE
			STORM DRAIN
			DROP INLET/CURB INLET
			STORM MANHOLE
			8" SS PVC
			SANITARY SEWER
			SANITARY SEWER MANHOLE
			SANITARY CLEANOUT
			DIRECTION OF FLOW
			CROSSWALK
			HANDICAP ACCESSIBLE PARKING
			SIGN
			PROJECT LIMITS/LIMITS OF DISTURBANCE
			CONNECT TO EXISTING
			STORM ID
			SEWER ID
			SAWCUT
			FIRE DEPARTMENT CONNECTION
			PRESSURE REDUCING VALVE
			WATER METER
			RPZ BACKFLOW PREVENTOR
			EASEMENT
			PROPERTY LINE
			PARKING COUNT
			TRAFFIC FLOW ARROW
			LOCALIZATION POINT
			WETLANDS
			CONTOURS
			STREAM BUFFER
			STREAM CENTERLINE
			BOLLARD
			GREASE INTERCEPTOR
			CONCRETE WHEEL STOP
			ENTRY/EXIT DOOR

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



NOT FOR CONSTRUCTION

SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

**LEGEND AND
ABBREVIATIONS**

C-002

SHEET - OF XX -

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

CN 7157

1

2

3

4

5

MAP UNIT LEGEND

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AaA	Altavista fine sandy loam, 0 to 4 percent slopes, rarely flooded	19.5	2.1%
CaB	Carbonton-Brickhaven complex, 2 to 6 percent slopes	90.4	9.9%
CaC	Carbonton-Brickhaven complex, 6 to 10 percent slopes	46.9	5.1%
CaD	Carbonton-Brickhaven complex, 10 to 15 percent slopes	102.1	11.2%

GENERAL NOTES

- BOUNDARY AND EASEMENT INFORMATION PROVIDED BY A FIELD SURVEY CONDUCTED BY BATEMAN CIVIL SURVEY COMPANY ON 11/06/2017.
- WETLAND, BUFFER, AND STREAM DETERMINATION PROVIDED BY SOIL & ENVIRONMENTAL CONSULTANTS, PA AND CONFIRMED BY USACE AND NCDWR ON 07/12/2017.
- TOPOGRAPHY FROM GIS.
- STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY STATIC GPS METHOD, BASED ON CORS DATA, AND THE DATUM IS NAD 83-2011 (EPOCH 2010.00) THE PROJECT COMBINED FACTOR = 0.99989082. PROJECT COORDINATES ARE LOCALIZED ON BATEMAN PT #1 (#5 REBAR SET WITH PLASTIC CAP) AND HAVE STATE PLANE COORDINATES OF N=702591.84' E=2035789.29'. VERTICAL DATUM BASED ON NAVD 88 (COMPUTED USING GEOID 12B).
- THERE ARE NO HISTORIC RESOURCES IDENTIFIED WITHIN THE PROJECT AREA ACCORDING TO "VISION HOLLY SPRINGS: THE TOWN OF HOLLY SPRINGS COMPREHENSIVE PLAN"

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CLARK NEXSEN

4525 Main Street, Suite 1400
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PH: 757.455.5800
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REVISIONS

KEY PLAN

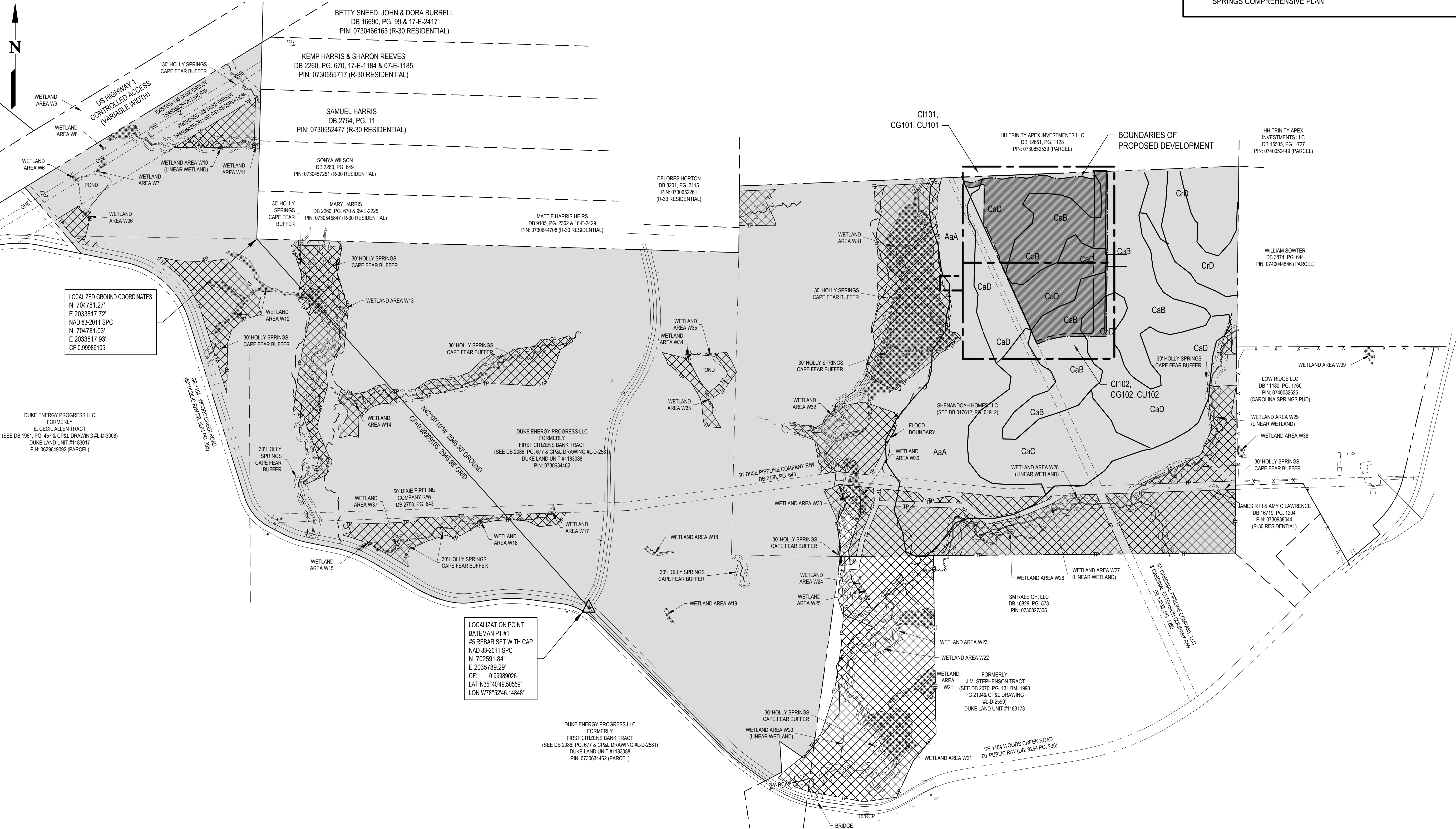
SHEET

**EXISTING
CONDITIONS,
BASE DATA AND
KEY PLAN
C-101**

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**

CN 7157

SHEET - OF XX -



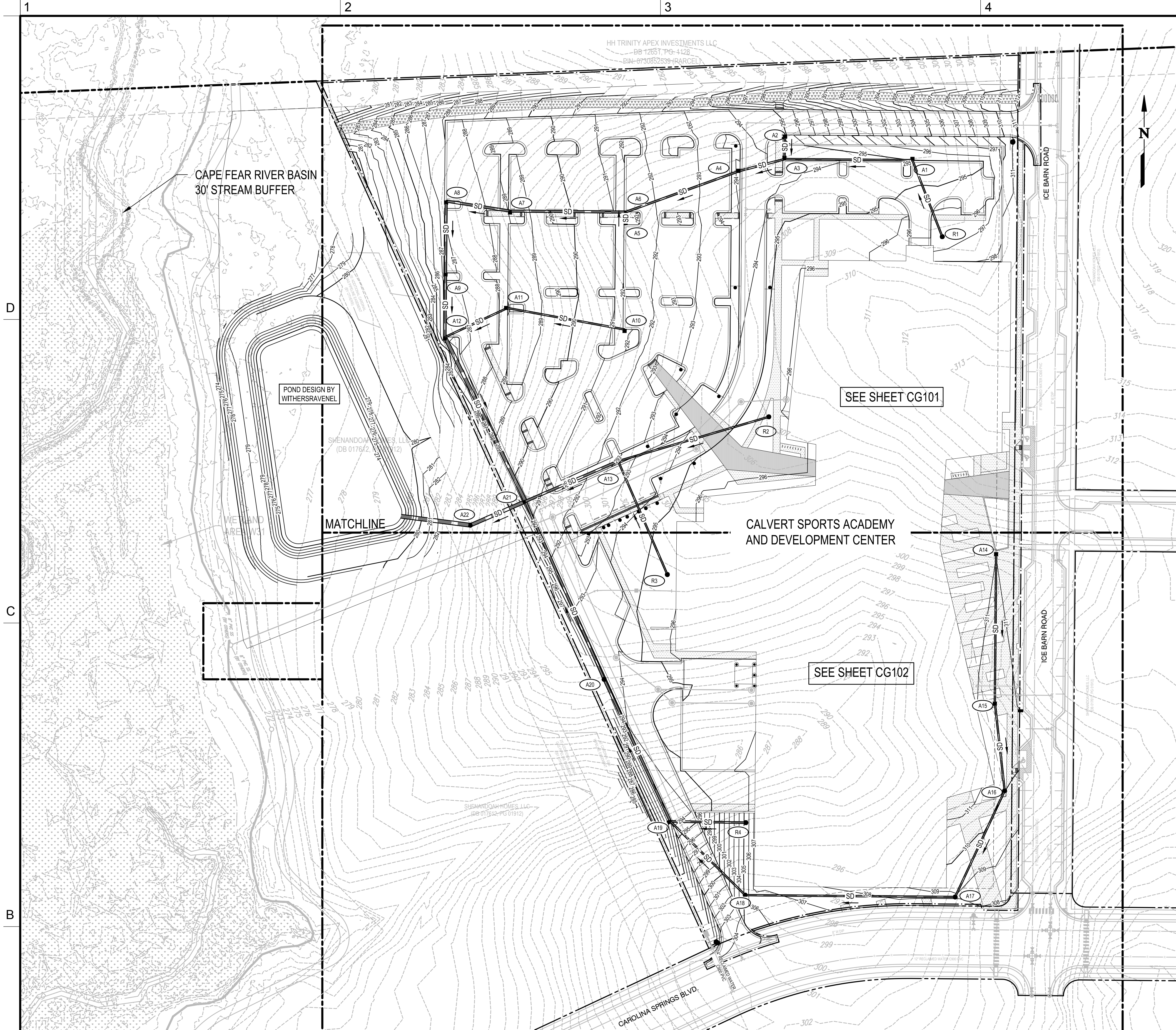
OVERALL EXISTING CONDITIONS, BASE DATA AND KEY PLAN

SCALE: 1" = 300'

GRAPHIC SCALE



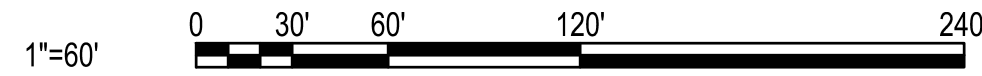
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OVERALL GRADING PLAN

1" = 60'

GRAPHIC SCALE



STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A1	N:705068.86 E:203868.40 RIM=294.96 INV IN=290.00(S-15") INV OUT=290.00(W-18")
A2	N:705087.13 E:2038526.14 RIM=295.41 INV OUT=288.83(S-15")
A3	N:705060.12 E:2038525.40 RIM=294.12 INV IN=288.56(E-18") INV IN=288.56(N-15") INV OUT=288.56(W-18")
A4	N:705047.06 E:2038475.24 RIM=293.79 INV IN=288.04(E-18") INV OUT=288.04(W-18")
A5	N:704986.68 E:2038346.75 RIM=291.71 INV OUT=285.38(N-15")
A6	N:705000.68 E:2038346.87 RIM=291.73 INV IN=285.31(E-18") INV IN=285.31(S-15") INV OUT=285.31(W-24")
A7	N:705001.82 E:2038216.88 RIM=289.05 INV IN=282.71(E-24") INV OUT=282.71(W-24")
A8	N:705013.05 E:2038144.98 RIM=287.66 INV IN=281.26(E-24") INV OUT=281.26(S-24")
A9	N:704932.03 E:2038144.26 RIM=287.21 INV IN=280.45(N-24") INV OUT=280.45(S-24")

STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A10	N:704868.69 E:2038397.21 RIM=294.00 INV IN=288.50(E-18") INV IN=288.50(SE-15") INV OUT=288.50(NW-24")
A11	N:704892.85 E:2038213.88 RIM=288.48 INV IN=283.32(E-15") INV OUT=283.32(SW-15")
A12	N:704860.06 E:2038143.63 RIM=286.81 INV IN=279.73(N-24") INV IN=281.77(E-15") INV OUT=279.73(SE-36")
A13	N:704720.73 E:2038338.45 RIM=293.07 INV IN=289.00(SE-15") INV IN=289.00(E-15") INV OUT=287.14(SW-24")
A14	N:704614.64 E:2038763.46 RIM=311.01 INV OUT=306.50(S-15")
A15	N:704449.61 E:2038762.02 RIM=310.51 INV IN=304.85(N-15") INV OUT=304.85(S-15")
A16	N:704350.22 E:2038773.07 RIM=310.02 INV IN=303.85(N-15") INV OUT=303.85(SW-15")
A17	N:704230.77 E:2038717.36 RIM=308.23 INV IN=302.53(NE-15") INV OUT=302.53(W-15")
A18	N:704232.84 E:2038481.32 RIM=305.28 INV IN=300.17(E-15") INV OUT=294.40(NW-15")

STORM STRUCTURE SCHEDULE	
ID:	DETAILS:
A19	N:704315.68 E:2038397.21 RIM=294.00 INV IN=288.50(E-18") INV IN=288.50(SE-15") INV OUT=288.50(NW-24")
A20	N:704475.39 E:2038322.67 RIM=294.80 INV IN=286.74(SE-24") INV OUT=286.74(NW-24")
A21	N:704675.51 E:2038234.21 RIM=291.12 INV IN=278.70(NW-36") INV IN=284.55(SE-24") INV IN=286.00(NE-24") INV OUT=275.06(SW-36")
A22	N:704648.66 E:2038172.28 RIM=285.97 INV IN=274.39(NE-36") INV OUT=274.39(W-42")
OUTFALL	N:704658.70 E:2038094.52 RIM=NA INV IN=274.00(E-42")
R1	N:704973.00 E:2038702.91 RIM=296.54 INV OUT=290.92(N-15")
R2	N:704770.49 E:2038507.92 RIM=295.63 INV OUT=290.77(W-15")
R3	N:704593.23 E:2038393.75 RIM=295.60 INV OUT=290.39(NW-15")
R4	N:704314.32 E:2038482.03 RIM=305.37 INV OUT=292.74(W-18")

STORM PIPING SCHEDULE	
ID	DETAILS:
A1-A3	144 LF - 18" RCP @ 1.00%
A2-A3	27 LF - 15" RCP @ 1.00%
A3-A4	52 LF - 18" RCP @ 1.00%
A4-A6	136 LF - 18" RCP @ 2.00%
A5-A6	14 LF - 15" RCP @ 0.50%
A6-A7	130 LF - 24" RCP @ 2.00%
A7-A8	73 LF - 24" RCP @ 2.00%
A8-A9	81 LF - 24" RCP @ 1.00%
A9-A12	72 LF - 24" RCP @ 1.00%
A10-A11	134 LF - 15" RCP @ 2.00%
A11-A12	78 LF - 15" RCP @ 2.00%
A12-A21	206 LF - 36" RCP @ 0.50%
A13-A21	114 LF - 24" RCP @ 1.00%
A14-A15	165 LF - 15" RCP @ 1.00%
A15-A16	100 LF - 15" RCP @ 1.00%
A16-A17	132 LF - 15" RCP @ 1.00%
A17-A18	236 LF - 15" RCP @ 1.00%
A18-A19	118 LF - 15" RCP @ 5.00%
A19-A20	176 LF - 24" RCP @ 1.00%
A20-A21	219 LF - 24" RCP @ 1.00%

STORM PIPING SCHEDULE	
ID	DETAILS:
A21-A22	68 LF - 36" RCP @ 1.00%
A22-OUTFALL	78 LF - 42" RCP @ 0.50%
R1-A1	92 LF - 15" RCP @ 1.00%
R2-A13	177 LF - 15" RCP @ 1.00%
R3-A13	139 LF - 15" RCP @ 1.00%
R4-A19	85 LF - 18" RCP @ 5.00%

DUKE ENERGY PROGRESS, INC
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DESIGNER

CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

**DEVELOPMENT PLAN
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CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

**OVERALL
GRADING PLAN**

CG100

SHEET - OF XX -

DESIGN: AMM
DRAWN: AMM
REVIEW: CTA

CN 7157

MATCHLINE - SEE THIS SHEET

MATCHLINE - SEE SHEET CG101

CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

ICE BARN ROAD

SHENANDOAH HOMES, LLC
(DB 017612, PG 01912)

SHENANDOAH HOMES, LLC
(DB 017612, PG 01912)

CAROLINA SPRINGS BLVD.

MATCHLINE - SEE THIS SHEET

GRADING AND DRAINAGE PLAN

 $1'' = 30'$

GENERAL NOTES

1. SEE CG100 FOR STORM STRUCTURE AND PIPE SCHEDULE

GRADING AND DRAINAGE PLAN

$$1'' = 30$$

GRAPHIC SCALE



DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
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CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

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CLARK NEXSEN

4525 Main Street, Suite 1400
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SEALS



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DEVELOPMENT PLAN
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CONSTRUCTION

REVISION

KEY PLAN

SHEET

GRADING AND DRAINAGE PLAN

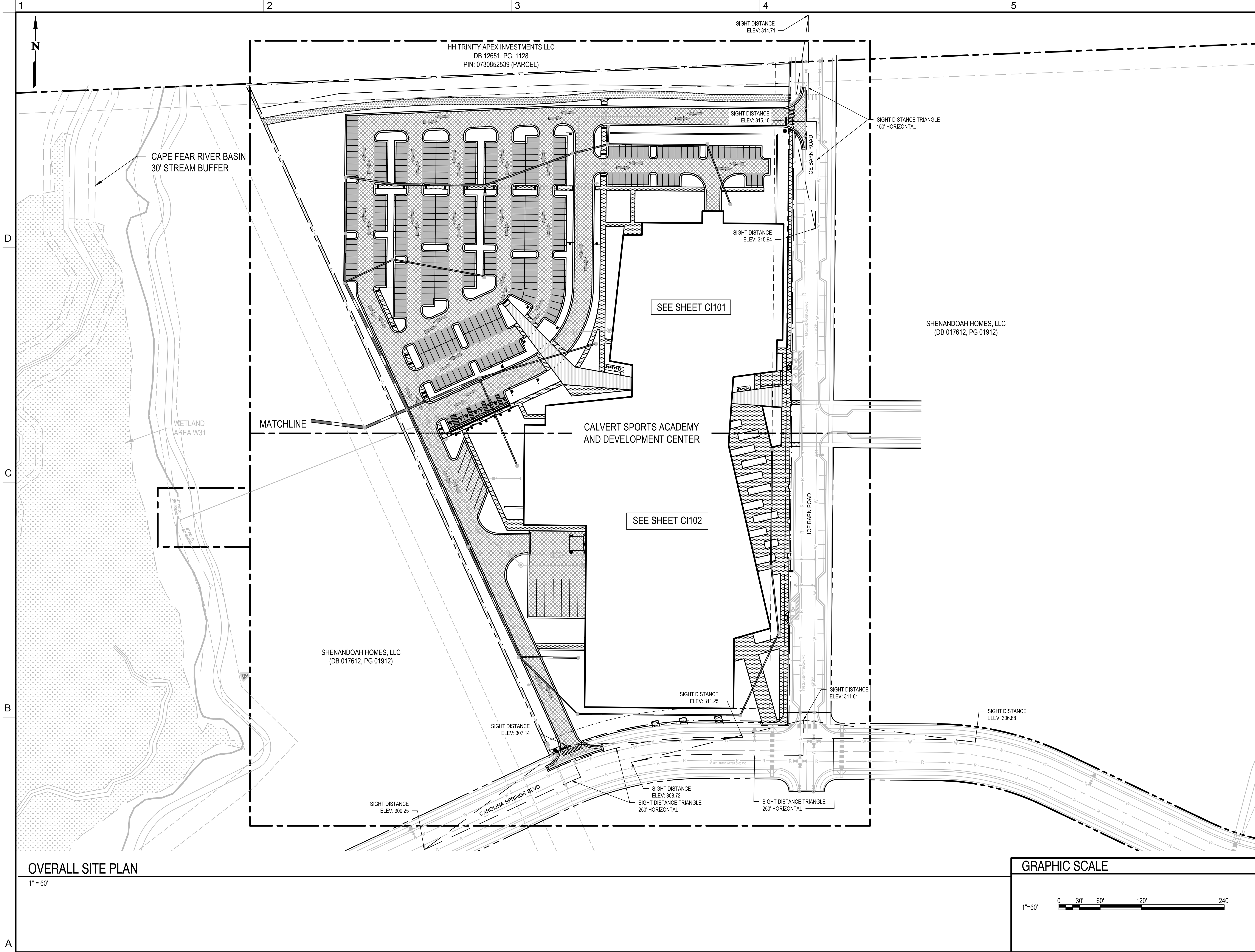
CG102

DESIGN: AMM
DRAWN: AMM
REVIEW: CTA

CN 7157

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**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

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CLARKNEXSEN
4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

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NOT FOR CONSTRUCTION

SUBMITTAL
JUNE 24, 2020
**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS	

KEY PLAN

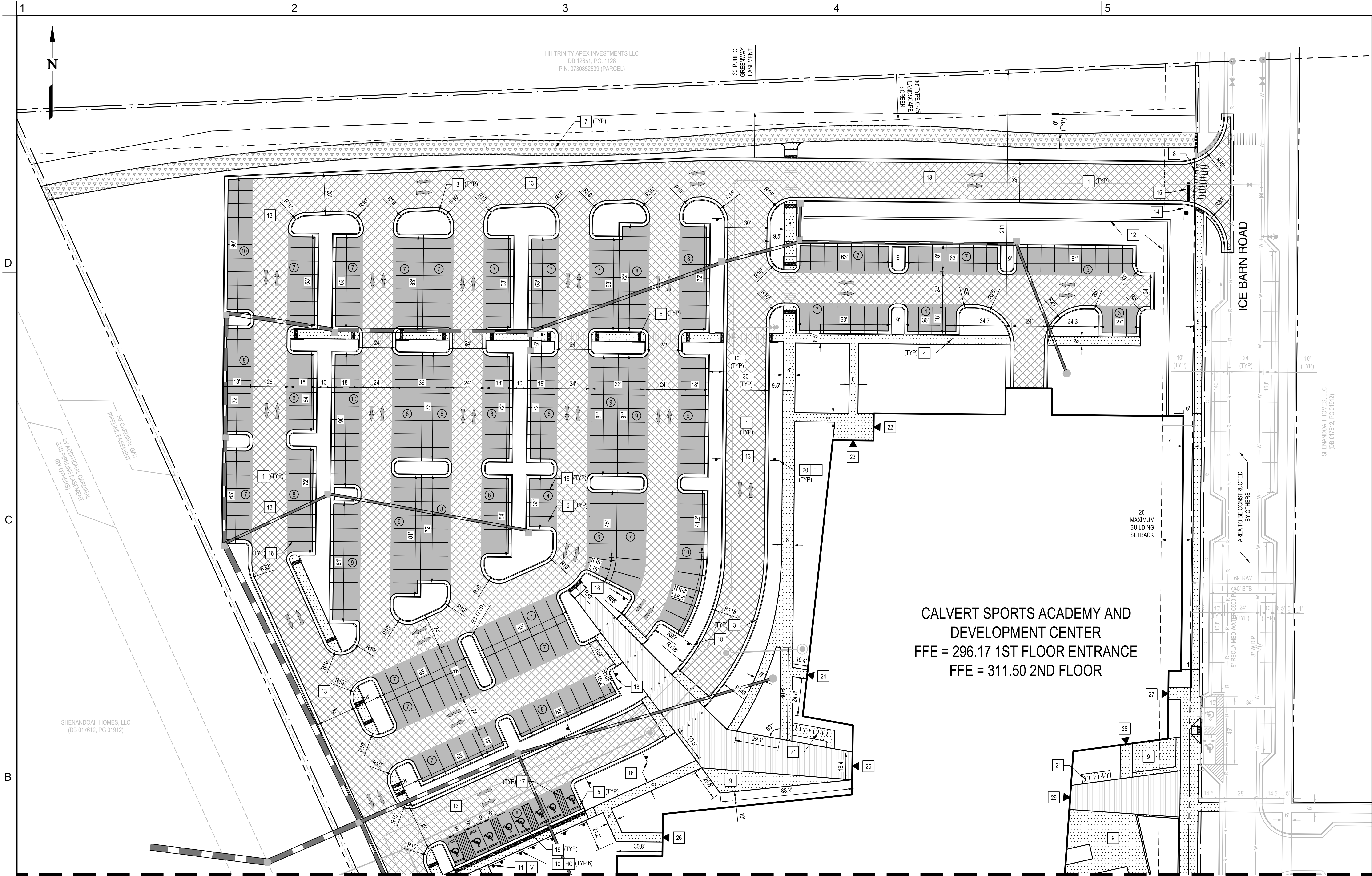
SHEET
**OVERALL SITE
PLAN AND SIGHT
TRIANGLES**

C1100

DESIGN: **AMM**
DRAWN: **RSP**
REVIEW: **CTA**
CN 7157

Spell checked by TWEAVER on 03/30/2020 8:10am

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SITE PLAN

1" = 30'

GENERAL NOTES

- SEE PLANTING PLAN SHEETS FOR GROUND COVER, PLAZA, PAVERS, CROSSWALKS AND PEDESTRIAN BOLLARD DETAILS.
- ALL CURB RADII ARE 3' RADIUS UNLESS OTHERWISE NOTED.
- SEE SHEET C-501 FOR HEAVY DUTY AND LIGHT DUTY PAVEMENT SECTIONS.

CONSTRUCTION NOTES

- | | | | |
|--------------------------------------|-------------------------------|--|---|
| 1. HEAVY DUTY ASPHALT PAVEMENT | 9. CONCRETE PLAZA | 18. PEDESTRIAN CROSSING SIGN | 25. MAIN ENTRY/EXIT AT ICE LEVEL LOBBY |
| 2. LIGHT DUTY ASPHALT PAVEMENT | 10. HANDICAP PARKING SIGN | 19. ADA PARKING SYMBOL | 26. EXIT ONLY FOR ACADEMY AT ICE LEVEL |
| 3. STANDARD CONCRETE CURB AND GUTTER | 11. HANDICAP VAN PARKING SIGN | 20. FIRE LANE SIGN | 27. EXIT ONLY AT CONCOURSE LEVEL |
| 4. STANDARD CONCRETE SIDEWALK | 12. RETAINING WALL | 21. BIKE RACK | 28. MAIN ENTRY/EXIT AT CONCOURSE LEVEL FOR FOOD SERVICE |
| 5. CONCRETE WHEEL STOP | 13. EMERGENCY DRIVE AISLE | 22. EXIT ONLY AT ICE LEVEL | 29. MAIN ENTRY/EXIT AT CONCOURSE LEVEL LOBBY |
| 6. STANDARD WHEEL CHAIR RAMP | 14. STOP SIGN | 23. EXIT ONLY FROM TEAM LODGING AT ICE LEVEL | |
| 7. PUBLIC GREENWAY | 15. 24" WHITE STOP BAR | 24. ENTRY AND EXIT FOR TEAM LODGING AT ICE LEVEL | |
| 8. HIGH VISIBILITY PUBLIC CROSSWALK | 16. 4" WHITE PAVEMENT STRIPE | | |
| | 17. 8" WHITE PAVEMENT STRIPE | | |

GRAPHIC SCALE



SITE LAYOUT PLAN

C1101

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
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HOLLY SPRINGS, NC

DESIGNER

CLARKNEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



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JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

SHEET - OF XX -

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

MATCHLINE - SEE THIS SHEET



CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
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PH: 757.455.5800
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SEALS



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JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

SITE LAYOUT PLAN

C102

DESIGN: AMM
DRAWN: RSP
REVIEW: CTA

CN 7157

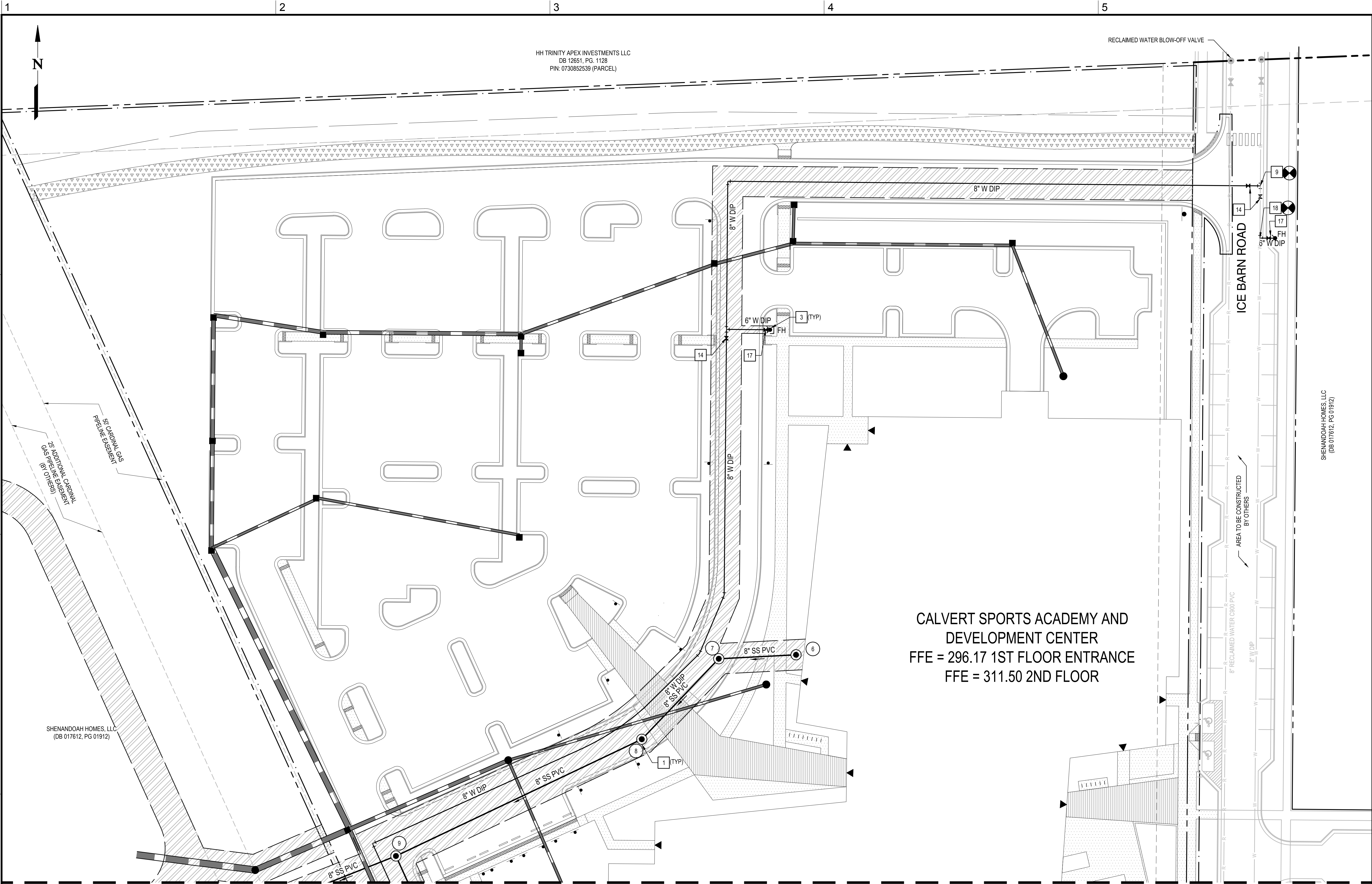
Page 43 of 273



KEY PLAN

CN 7157

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UTILITY PLAN

1" = 30'

GENERAL NOTES

1. BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE SHALL BE USED UNDER ALL SANITARY SEWER PIPE.
2. SEE SHEET CU100 FOR EASEMENT INFORMATION.

CONSTRUCTION NOTES

- | | | |
|---|--|---|
| 1. STANDARD PRECAST CONCRETE MANHOLE | 8. RPZ BACKFLOW PREVENTER, LOCATED IN RISER ROOM | 16. RPZ BACKFLOW PREVENTER LOCATED IN MECHANICAL ROOM |
| 2. PRECAST GREASE INTERCEPTOR, 1,000 GAL | 9. 8" X 8" TEE | 17. 6" GATE VALVE |
| 3. STANDARD HYDRANT INSTALLATION WITH 5" STORZ CONNECTION, PAINTED YELLOW | 10. FDC WITH 5" STORZ CONNECTION | 18. 8" X 6" TEE |
| 4. 4" GATE VALVE | 11. POST INDICATOR VALVE | 19. 8" X 4" TEE |
| 5. 4" METER ASSEMBLY VAULT | 12. KNOX BOX, LOCATED ON RISER ROOM DOOR | 20. 12" X 4" TEE |
| 6. REUSE WATER METER VAULT FOR IRRIGATION SYSTEM | 13. IRRIGATION SYSTEM BACKFLOW PREVENTER | |
| 7. PRESSURE REDUCING VALVE | 14. 8" GATE VALVE | |
| | 15. PVC RECLAIMED WATER MAIN, PURPLE | |

GRAPHIC SCALE

1"=30' 0 30' 60' 120'

UTILITY PLAN

CU101

DUKE ENERGY PROGRESS, INC
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER
CAROLINA SPRINGS PUD
100 ICE BARN ROAD
HOLLY SPRINGS, NC

DESIGNER

CLARKNEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS



SUBMITTAL

JUNE 24, 2020

DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION

REVISIONS

KEY PLAN

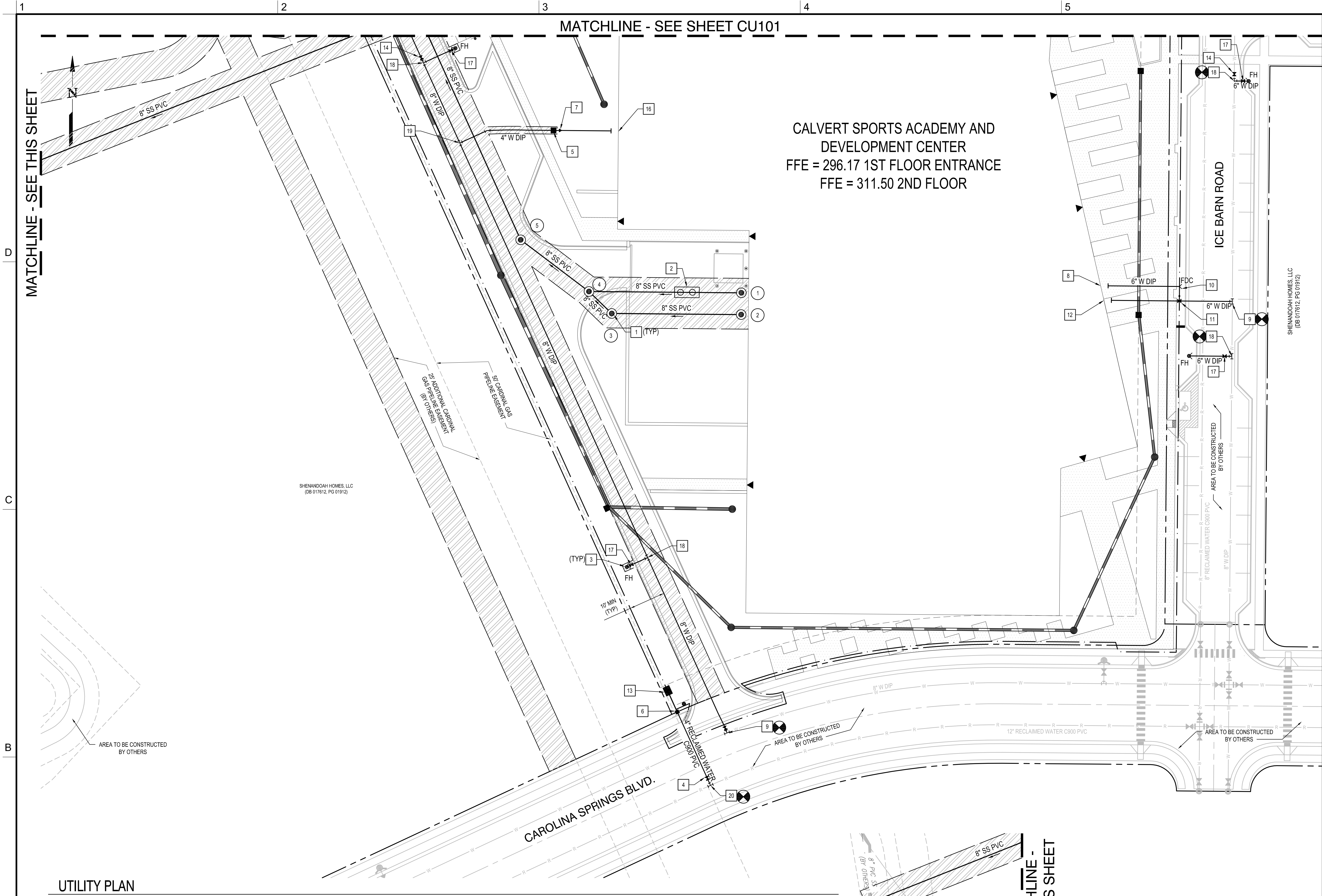
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DESIGN: CCM
DRAWN: RSP
REVIEW: DMP

CN 7157

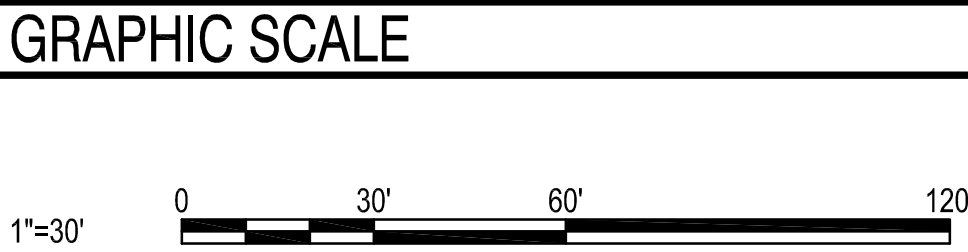
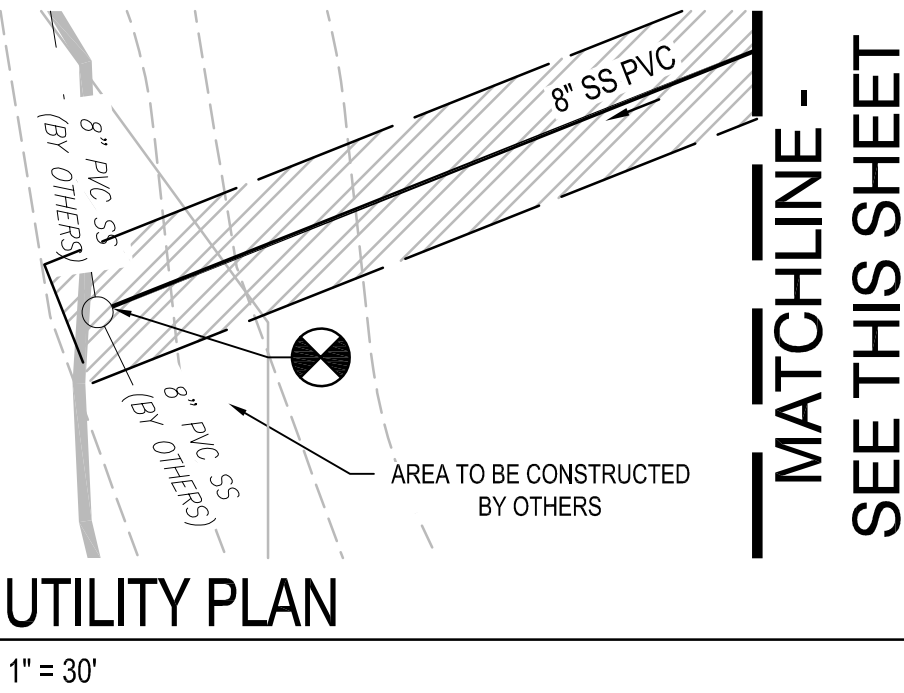
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I:\Projects\7000\7157-Calvert Sports Academy\CAD\Sheets\C\CU102.dwg Wed 01 Jul 2020 - 2:33pm trogers



CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER
FFE = 296.17 1ST FLOOR ENTRANCE
FFE = 311.50 2ND FLOOR

UTILITY PLAN
1" = 30'



GENERAL NOTES

1. BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE SHALL BE USED UNDER ALL SANITARY SEWER PIPE.
2. SEE SHEET CU100 FOR EASEMENT INFORMATION.

CONSTRUCTION NOTES

- | | | | |
|---|--|---|-------------------|
| 1. STANDARD PRECAST CONCRETE MANHOLE | 6. REUSE WATER METER VAULT FOR IRRIGATION SYSTEM | 11. POST INDICATOR VALVE | 17. 6" GATE VALVE |
| 2. PRECAST GREASE INTERCEPTOR, 1,000 GAL | 7. PRESSURE REDUCING VALVE | 12. KNOX BOX, LOCATED ON RISER ROOM DOOR | 18. 8" X 6" TEE |
| 3. STANDARD HYDRANT INSTALLATION WITH 5" STORZ CONNECTION, PAINTED YELLOW | 8. RPZ BACKFLOW PREVENTER, LOCATED IN RISER ROOM | 13. IRRIGATION SYSTEM BACKFLOW PREVENTER | 19. 8" X 4" TEE |
| 4. 4" GATE VALVE | 9. 8" X 8" TEE | 14. 8" GATE VALVE | 20. 12" X 4" TEE |
| 5. 4" METER ASSEMBLY VAULT | 10. FDC WITH 5" STORZ CONNECTION | 15. PVC RECLAIMED WATER MAIN, PURPLE | |
| | | 16. RPZ BACKFLOW PREVENTER LOCATED IN MECHANICAL ROOM | |

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UTILITY PLAN

CU102

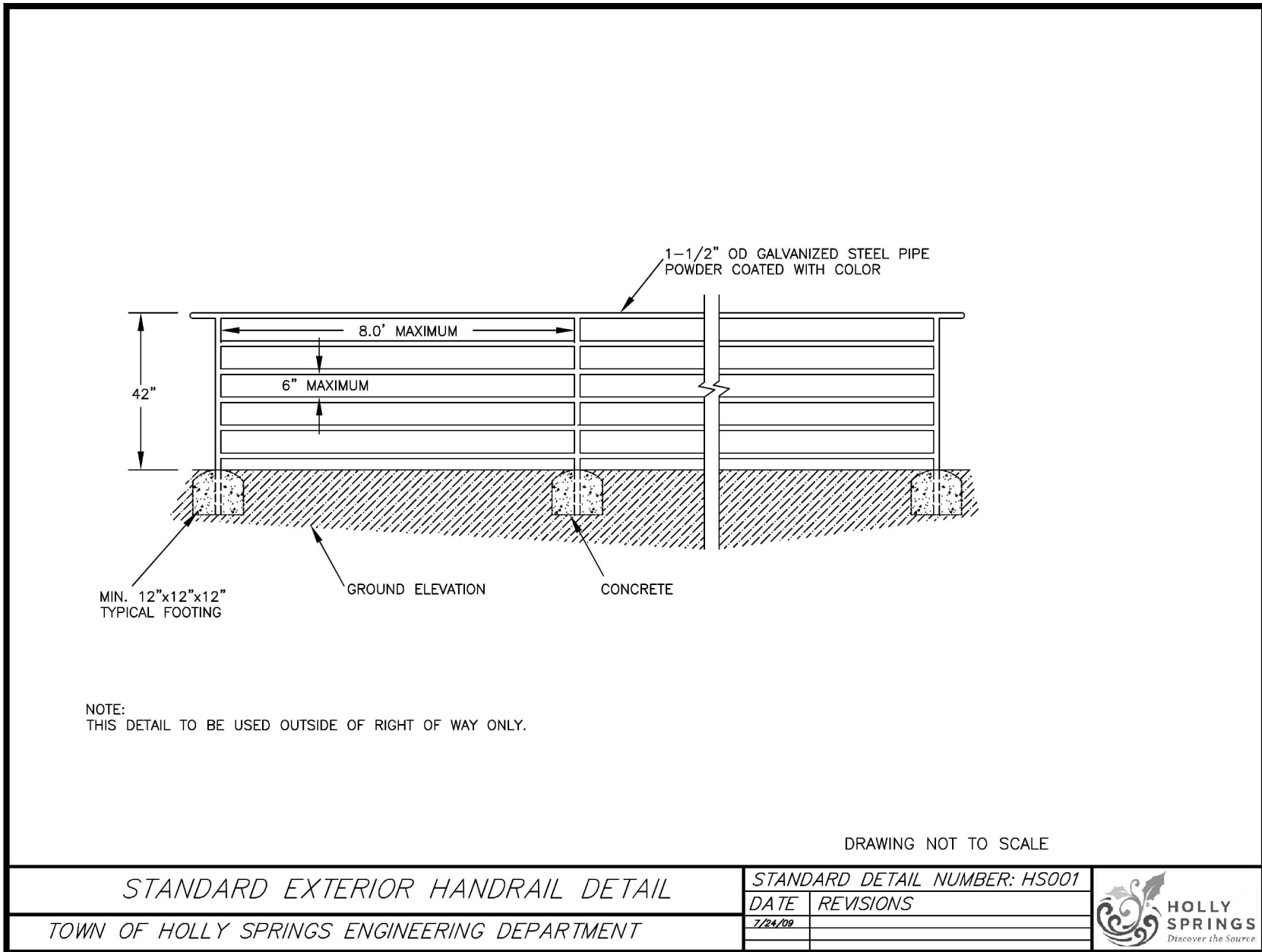
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REVIEW: DMP

CN 7157

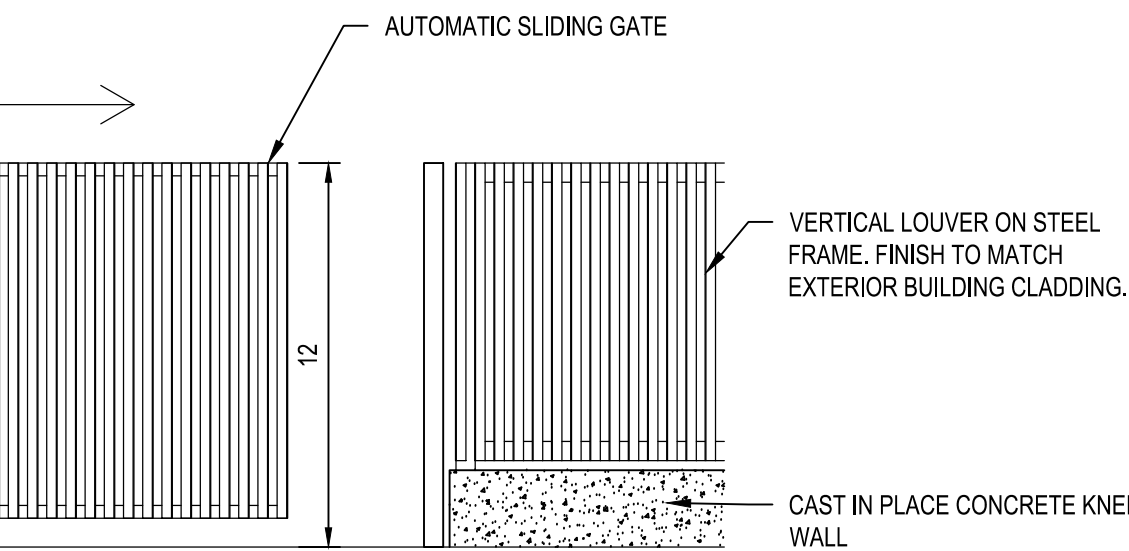
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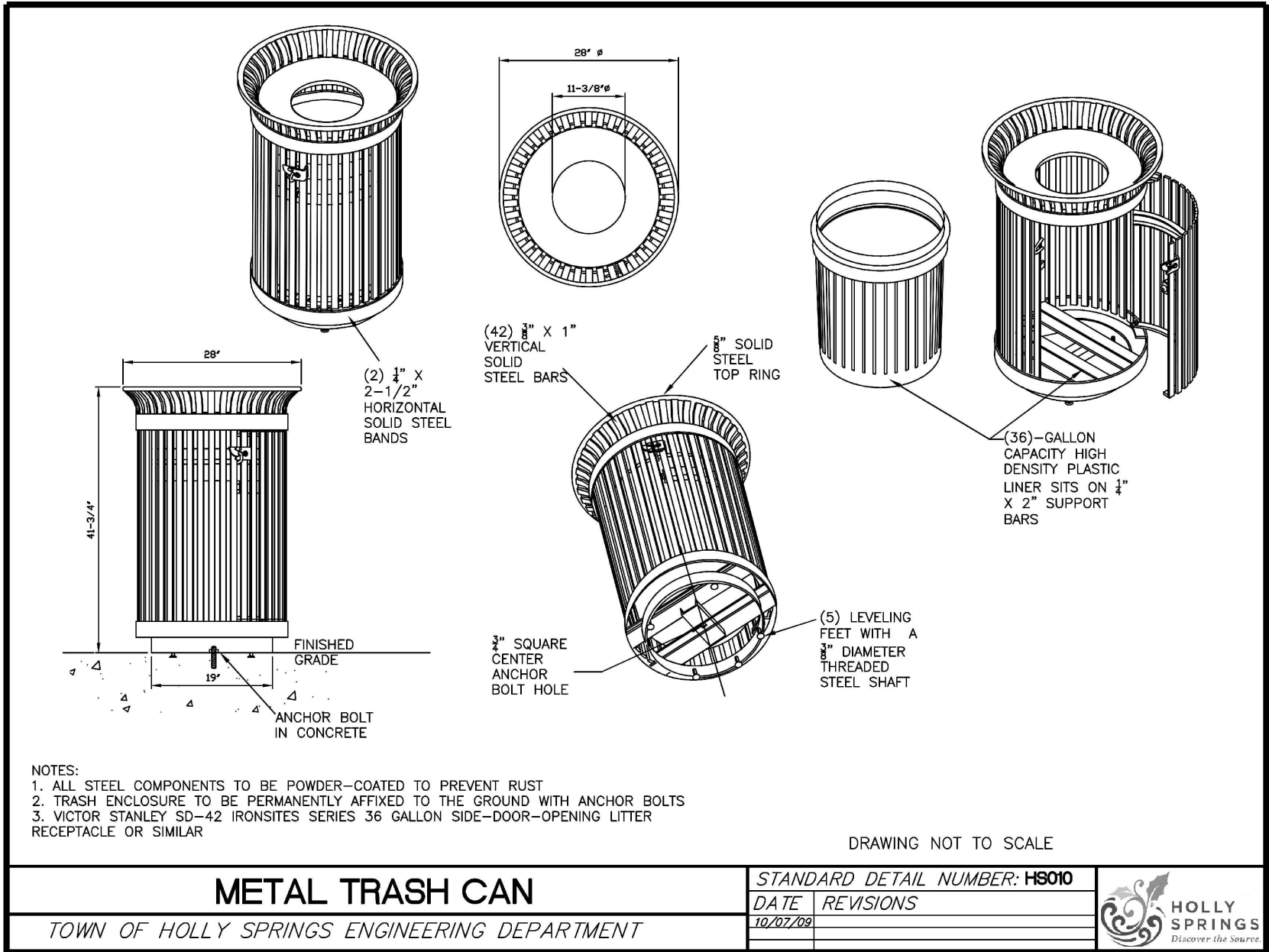


SERVICE YARD SCREENING DETAIL

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3

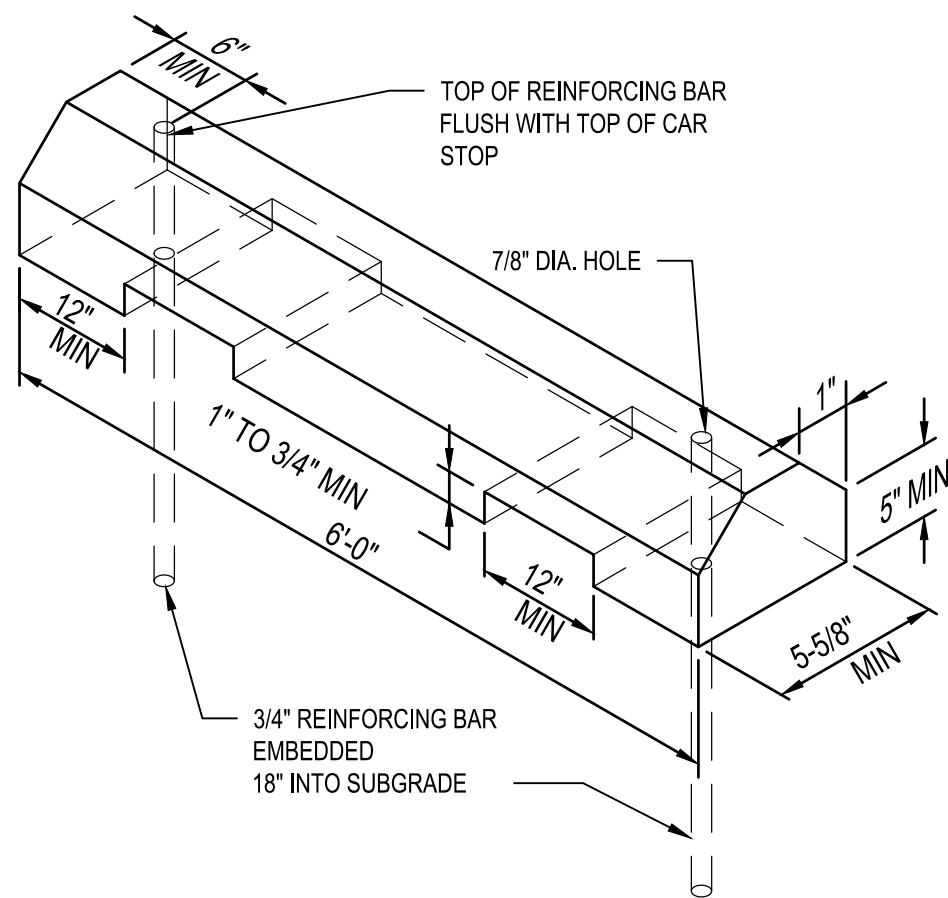
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METAL TRASH CAN

CONCRETE WHEEL STOP

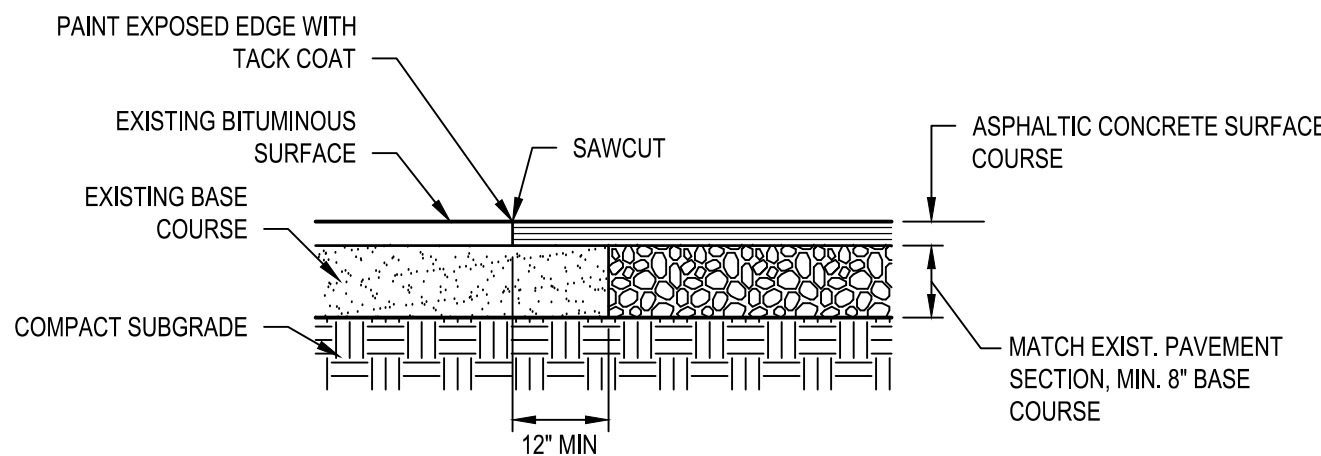
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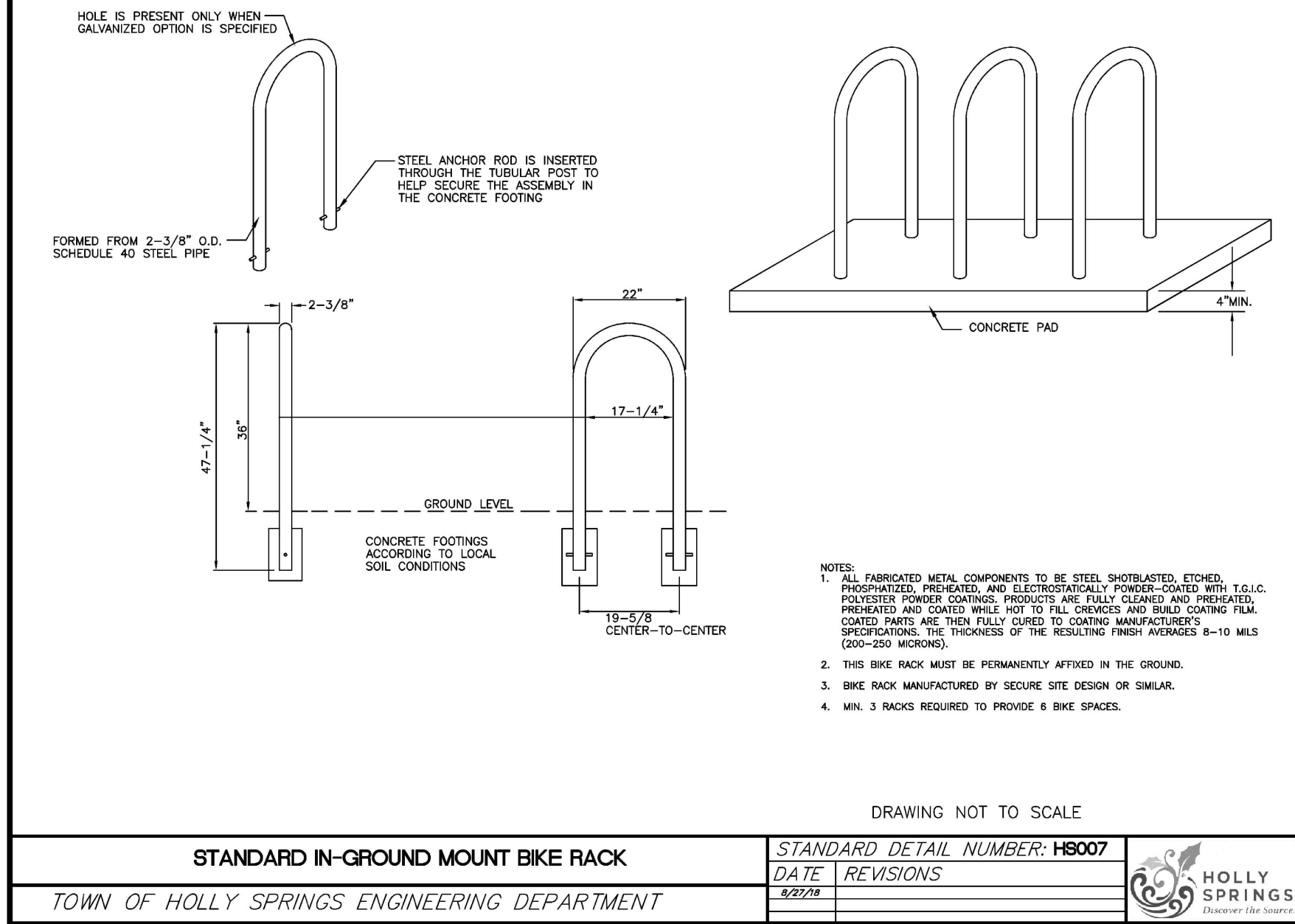
PAVEMENT INTERFACE

NO SCALE



4

5



STANDARD IN-GROUND MOUNT BIKE RACK

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

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SHEET

SITE DETAILS

C-501

SHEET - OF XX -

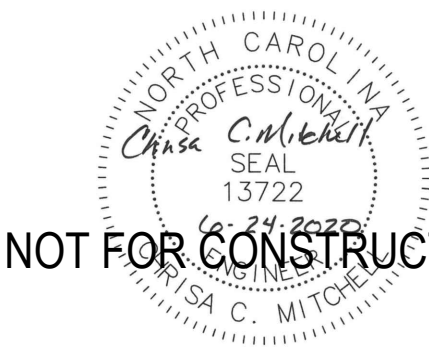
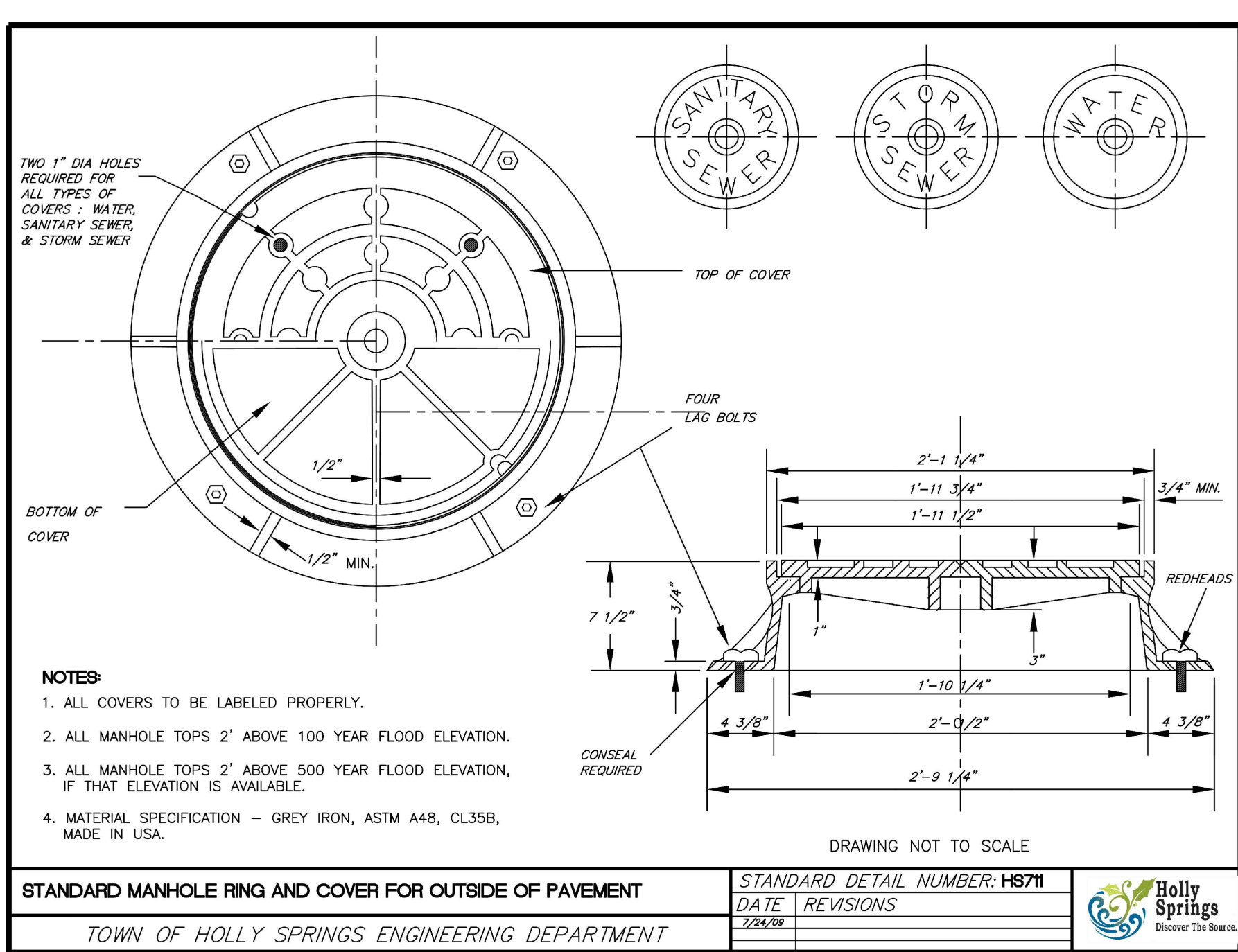
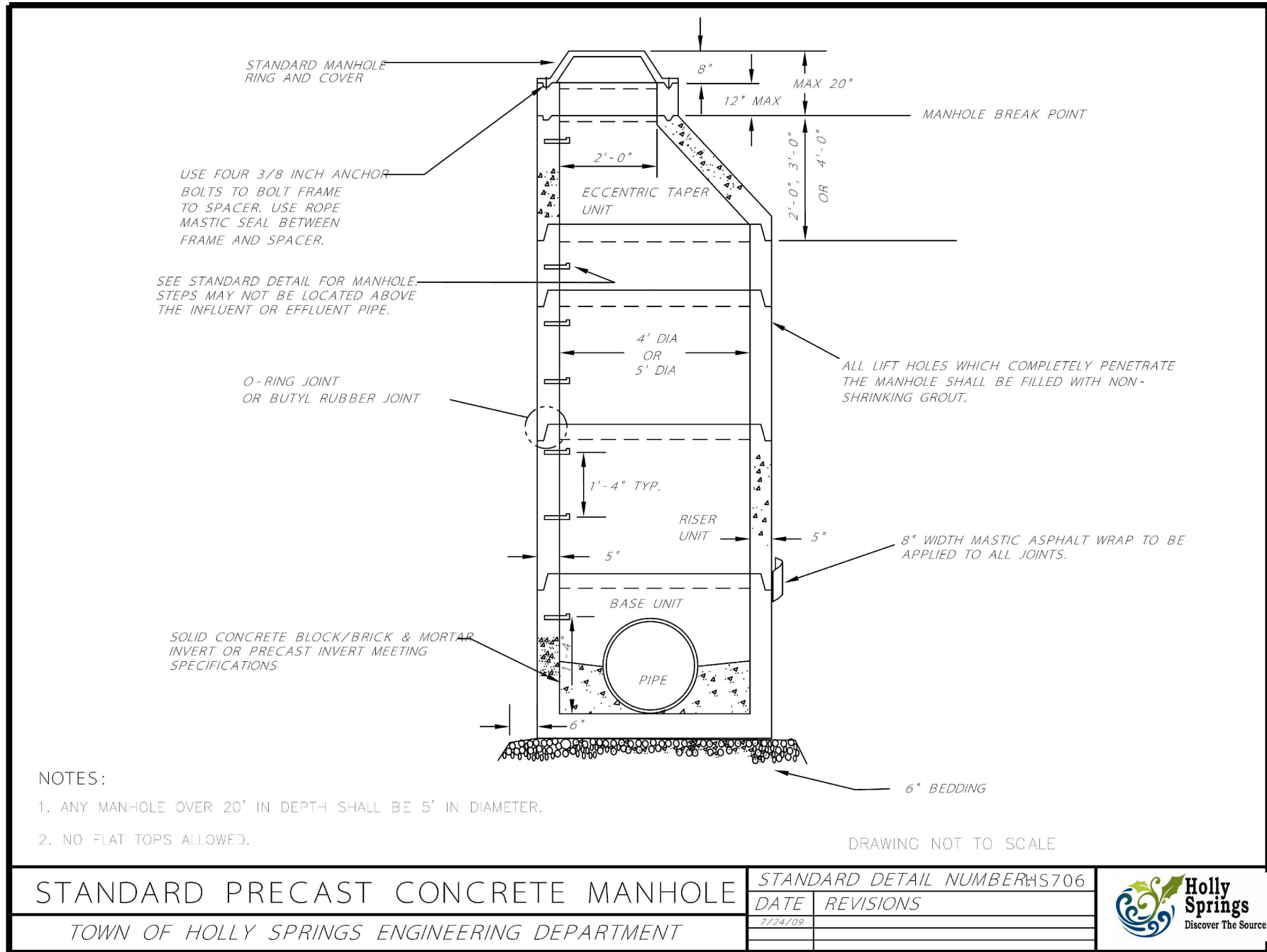
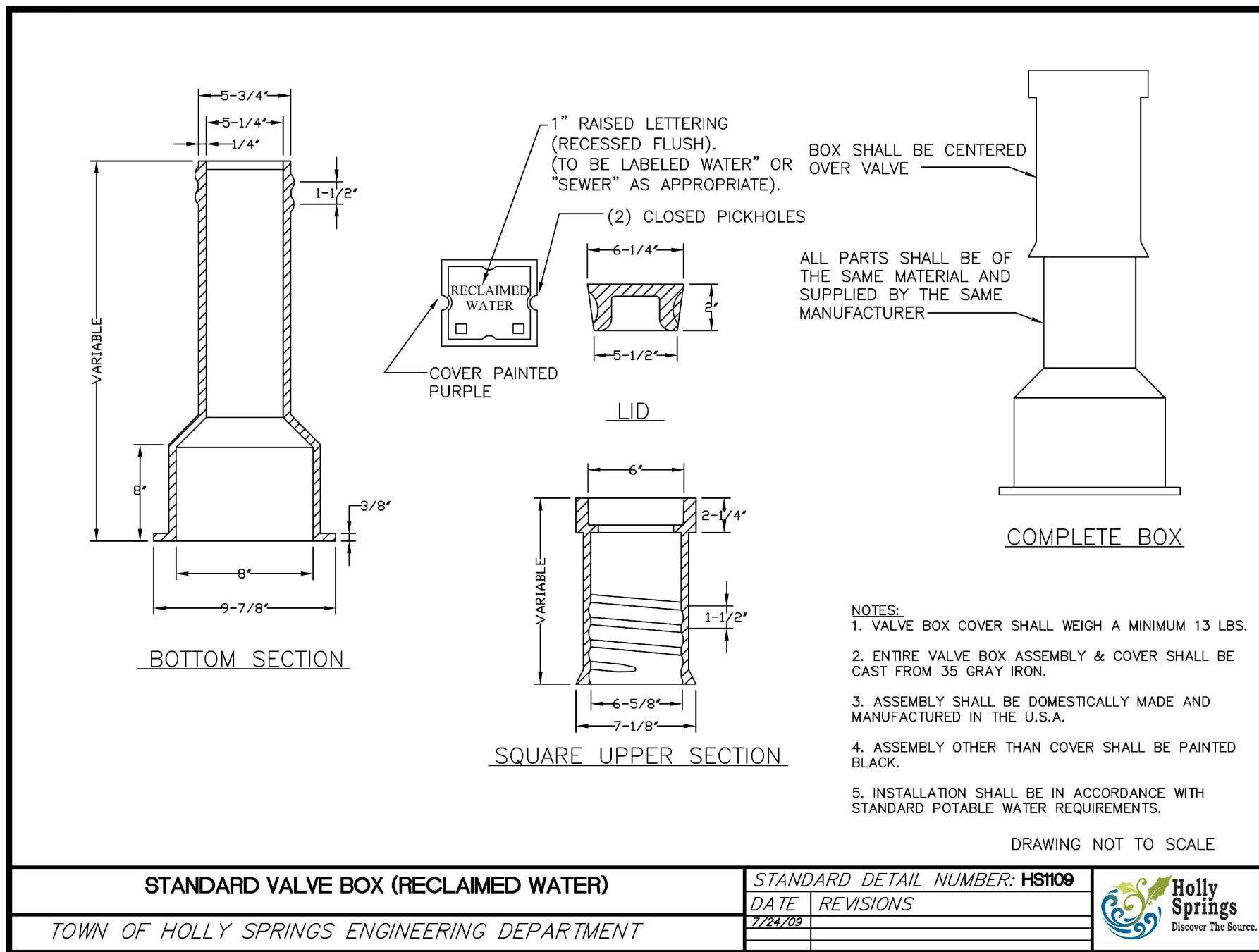
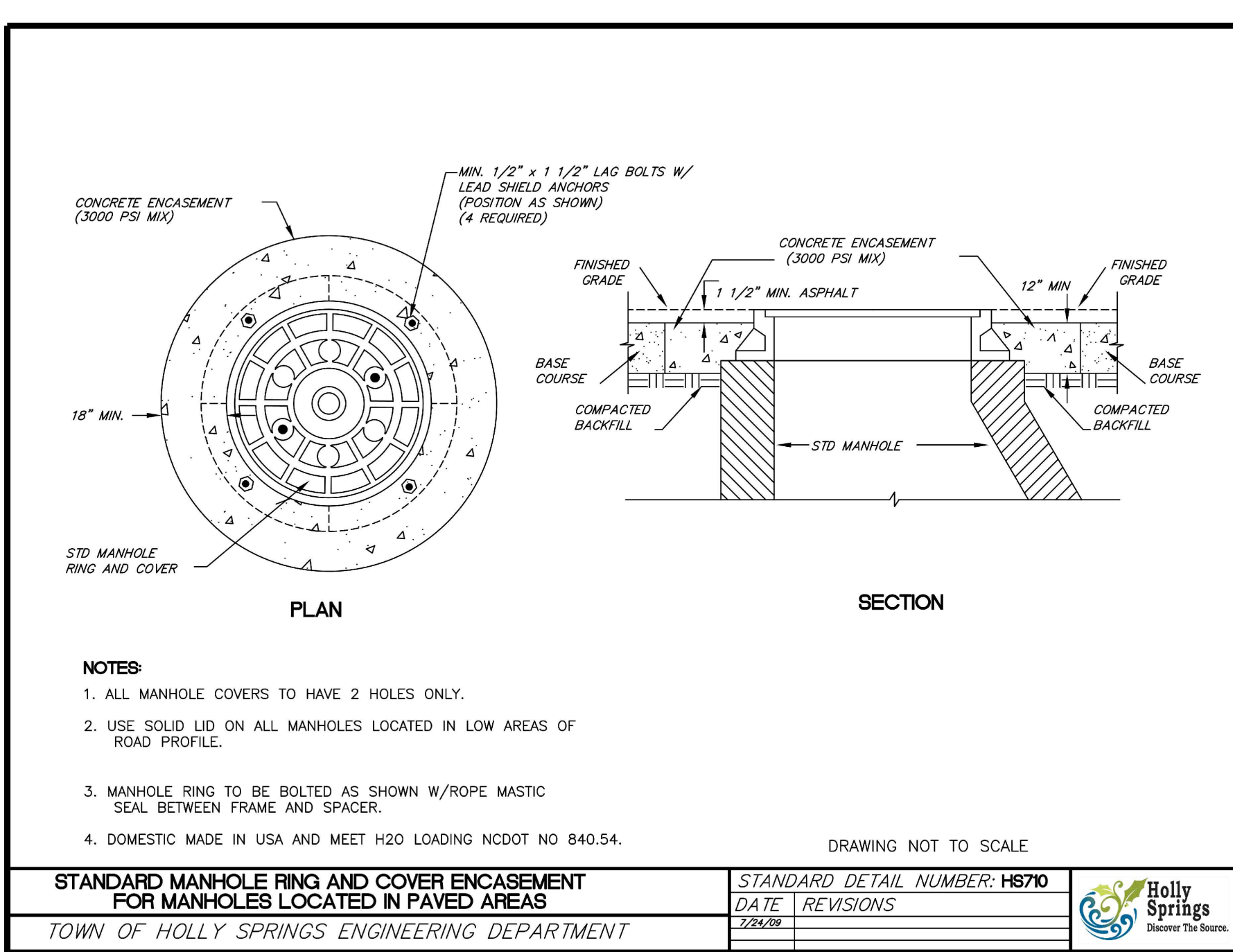
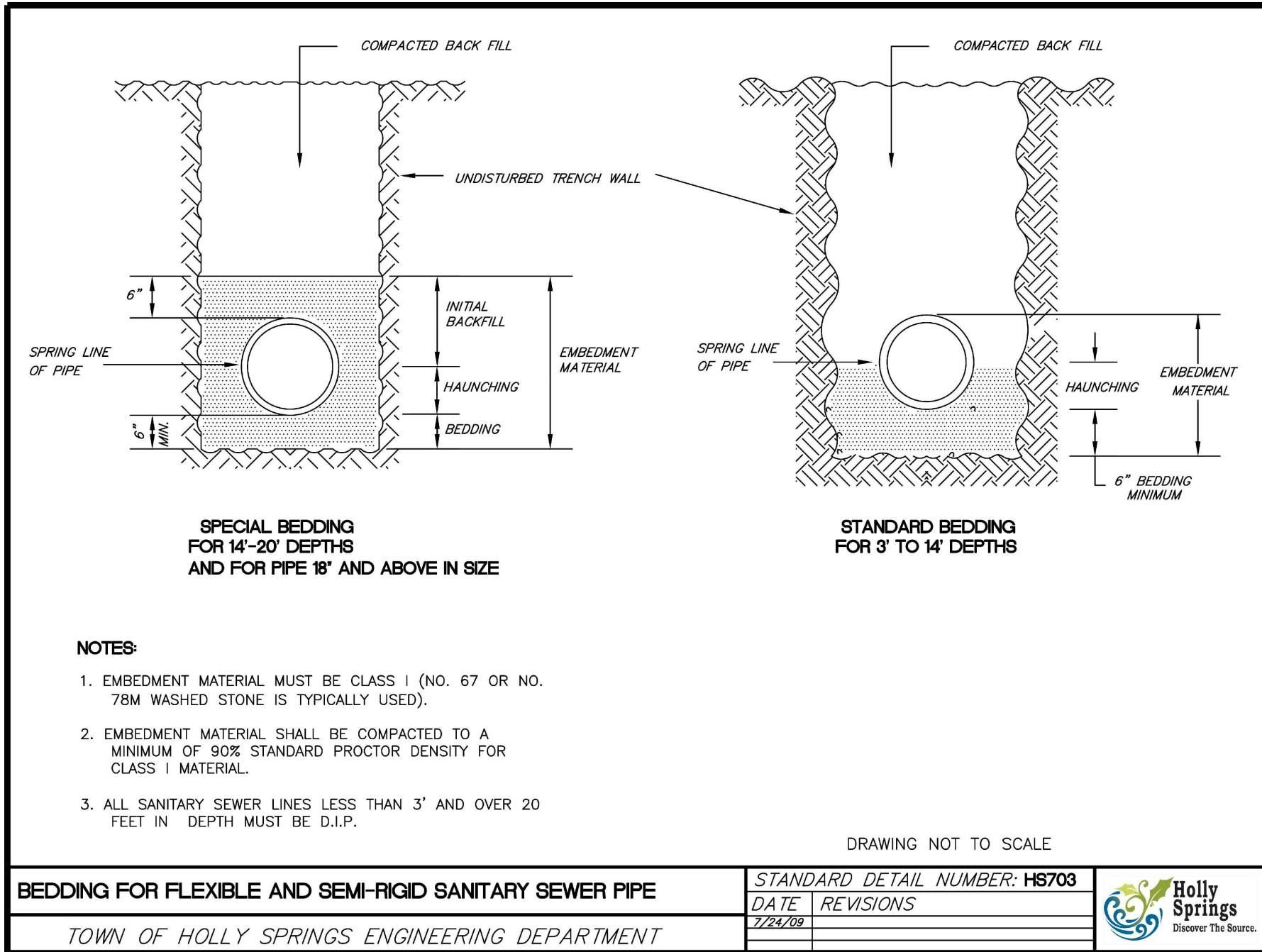
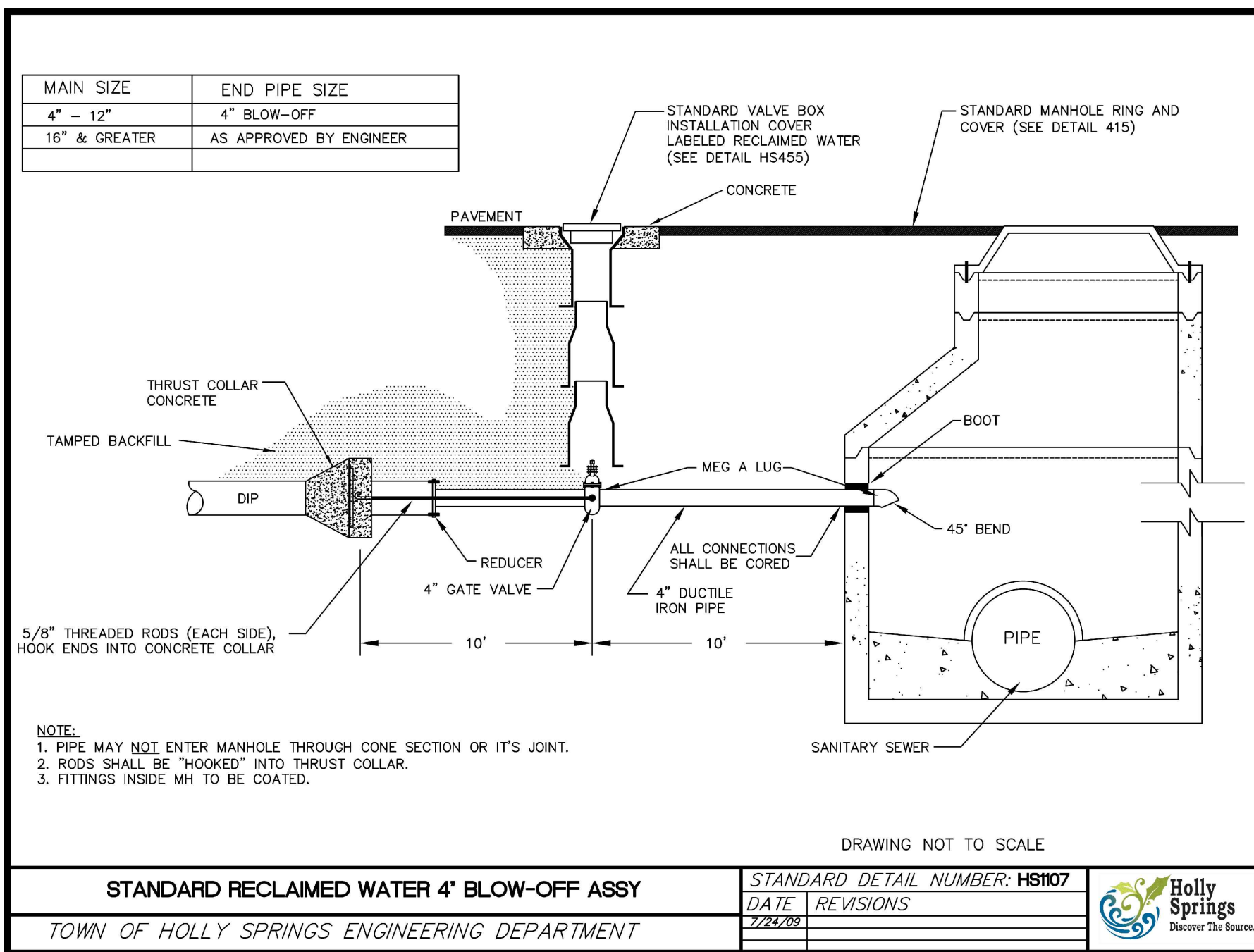
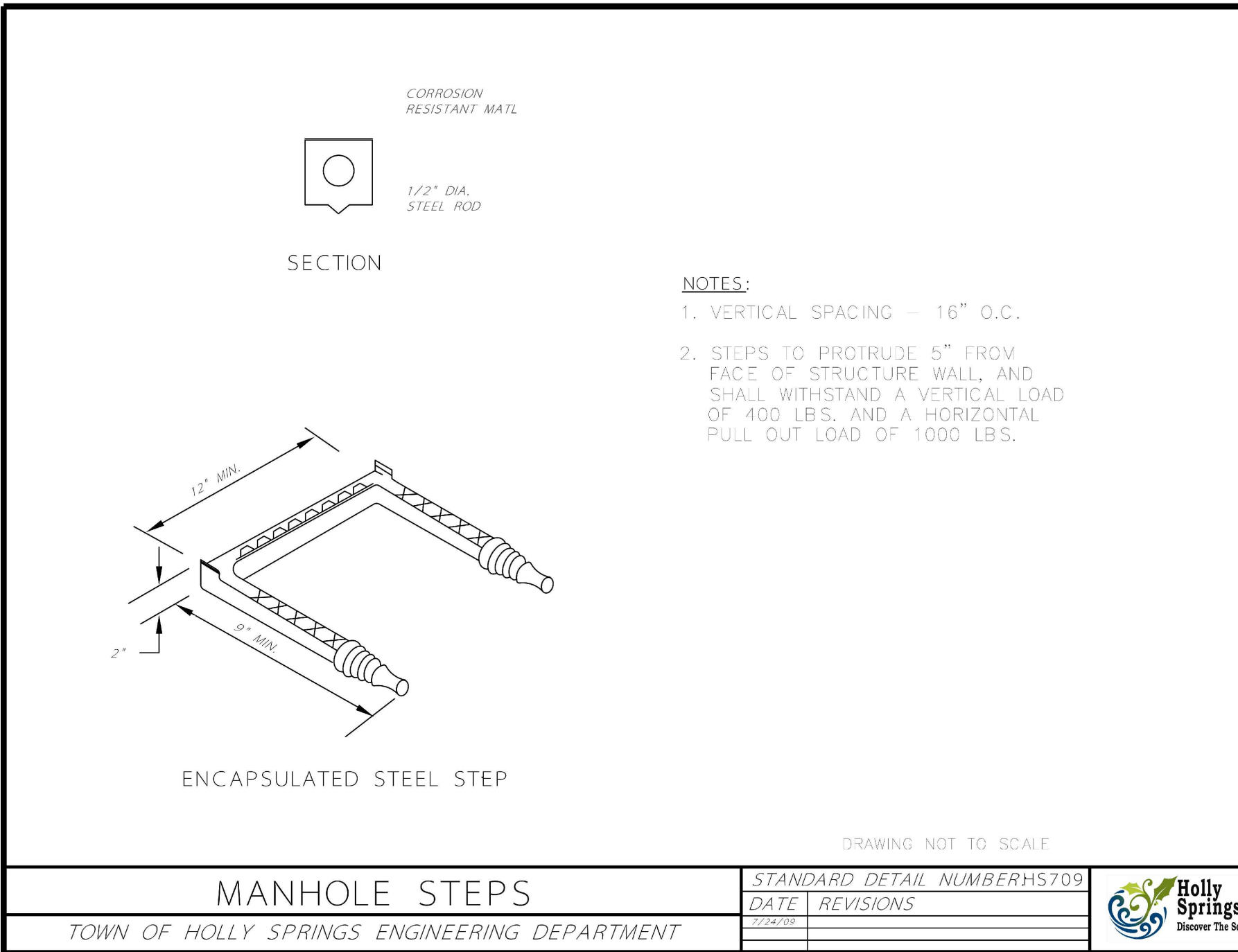
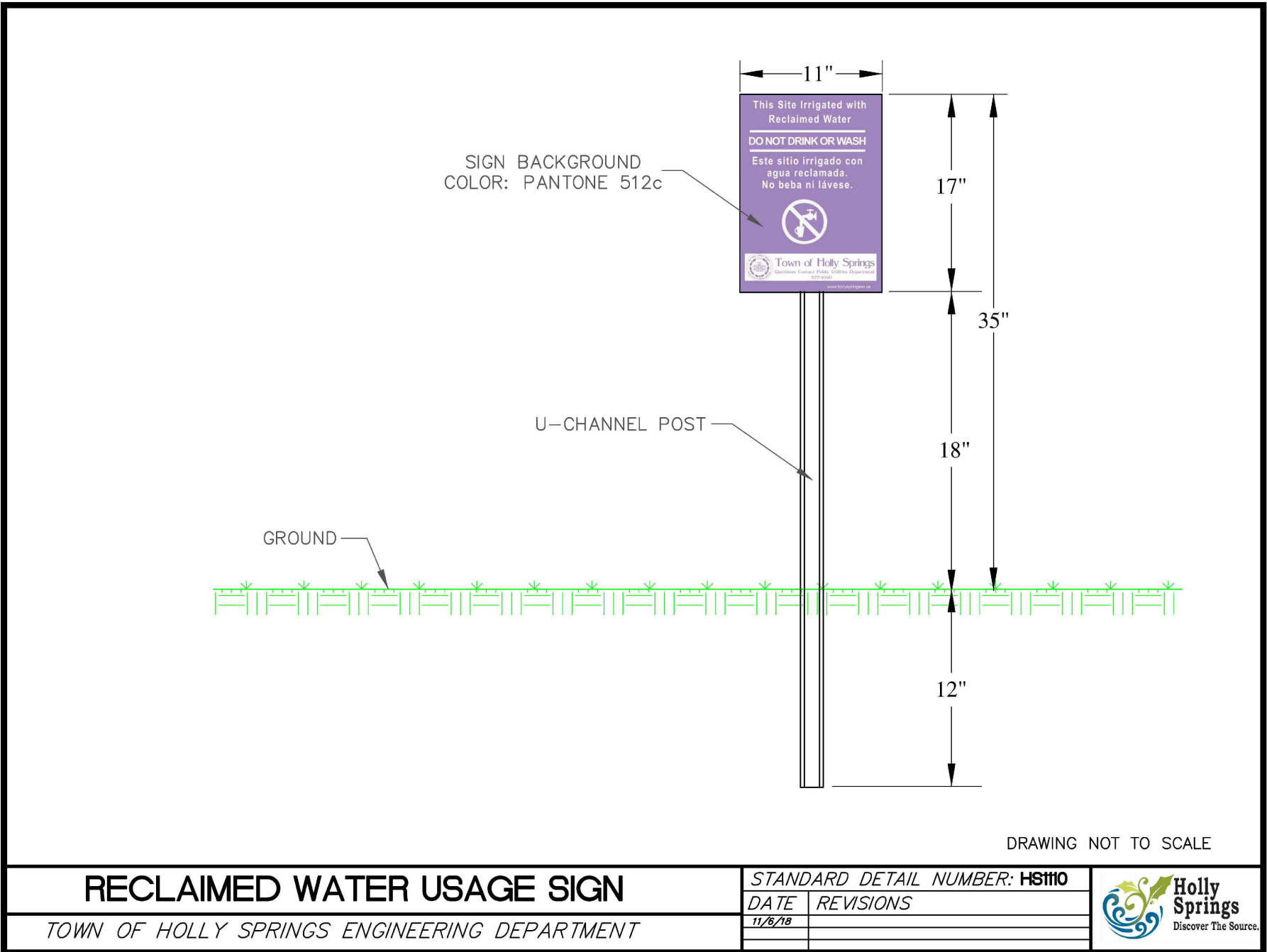
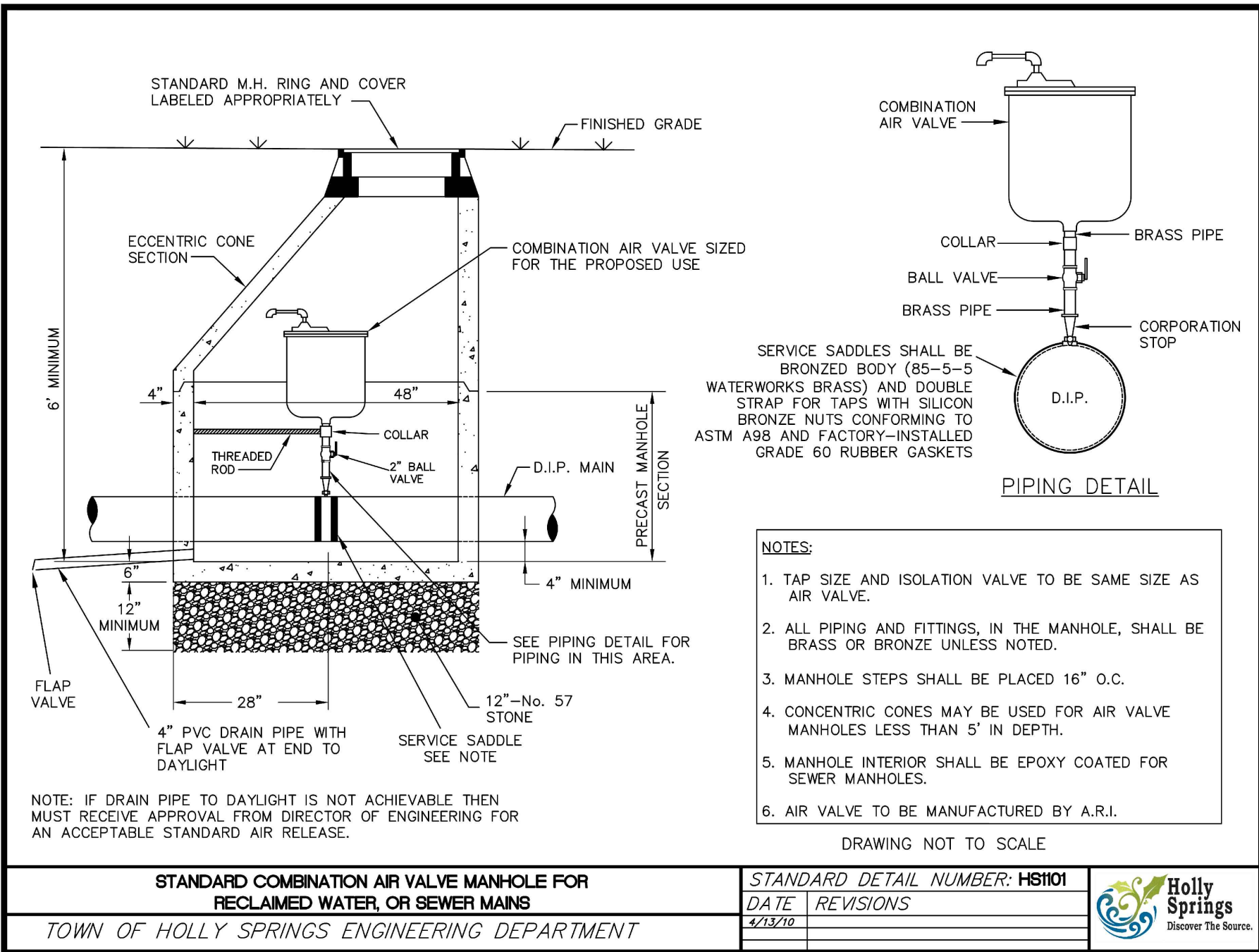
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REVIEW: CTA

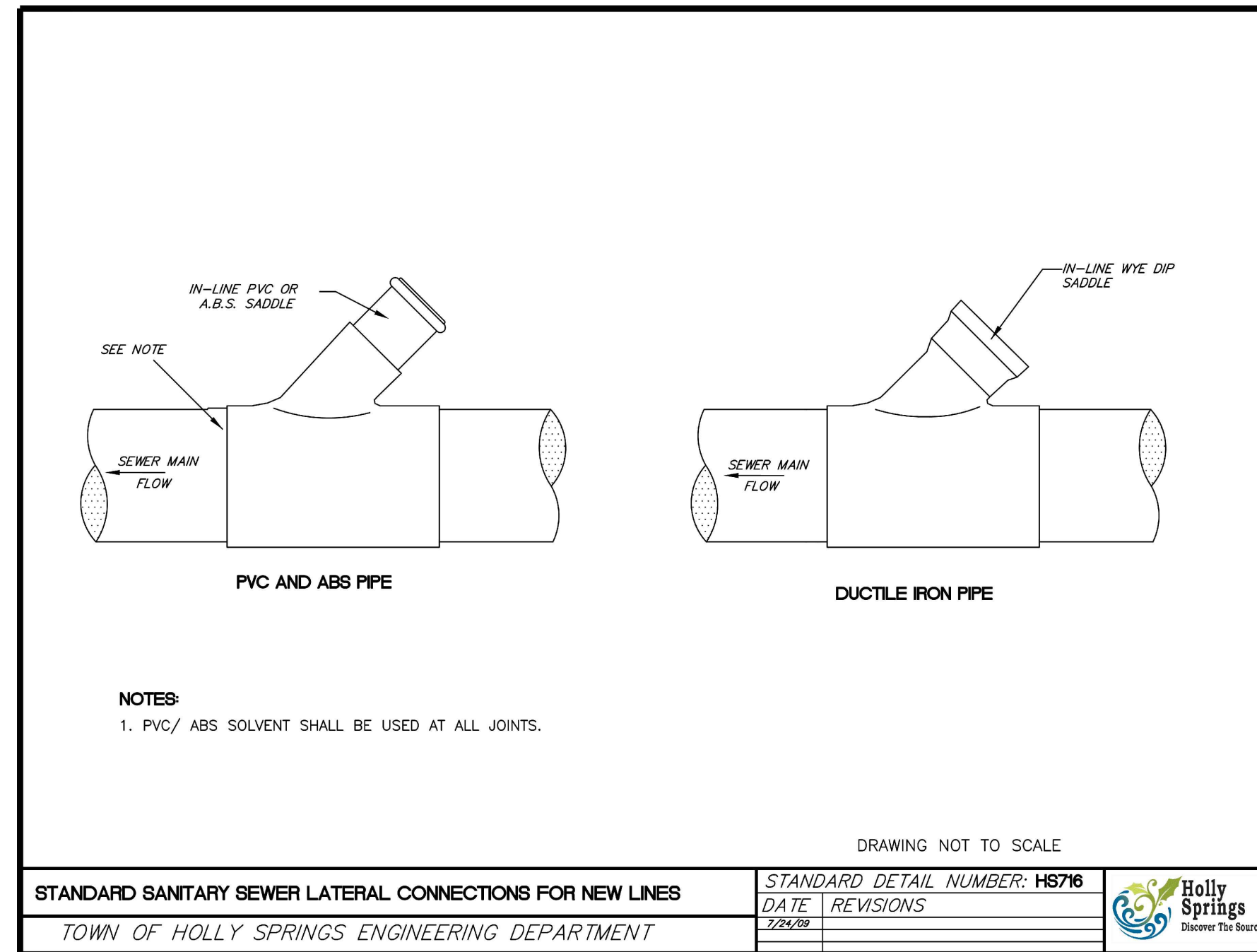
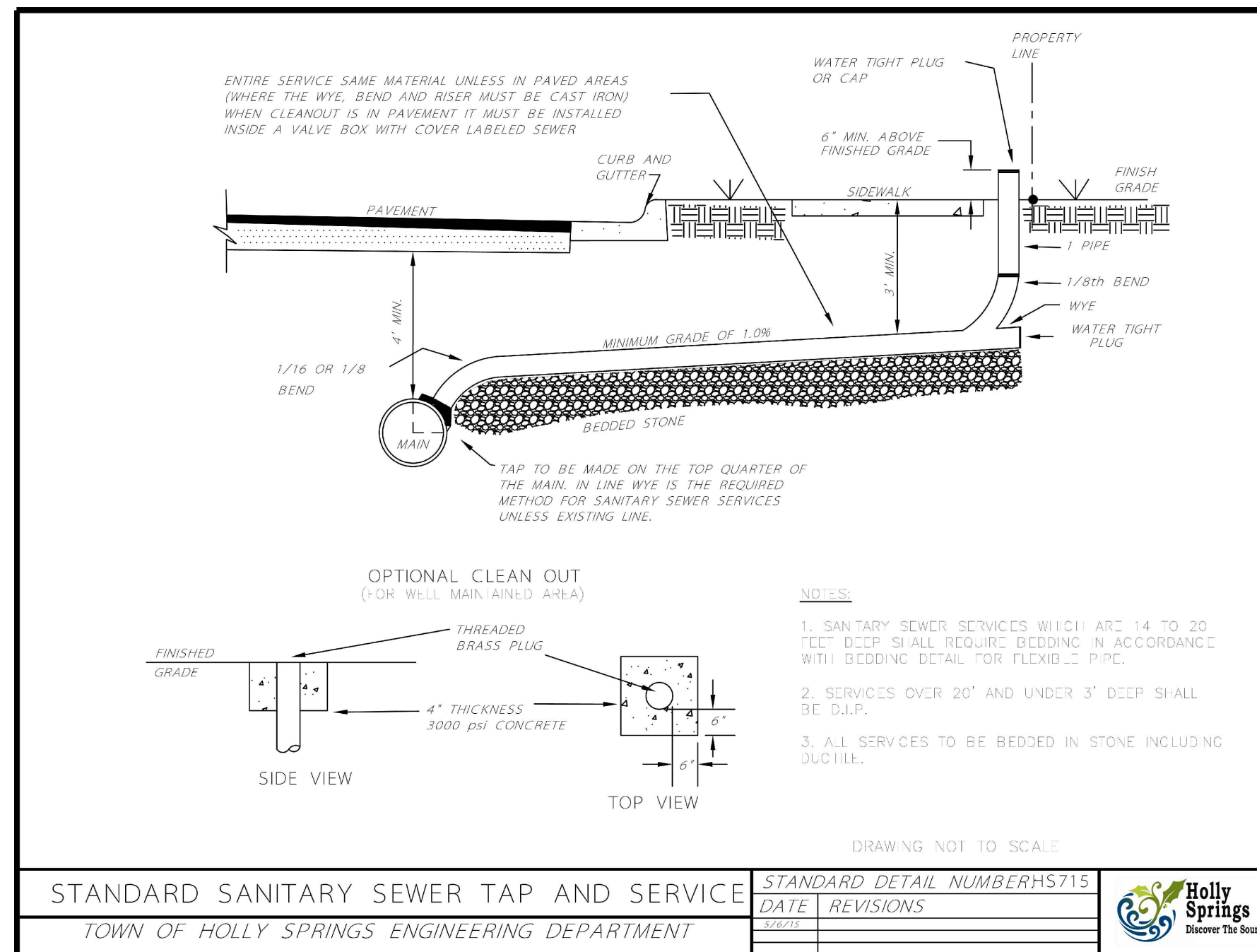
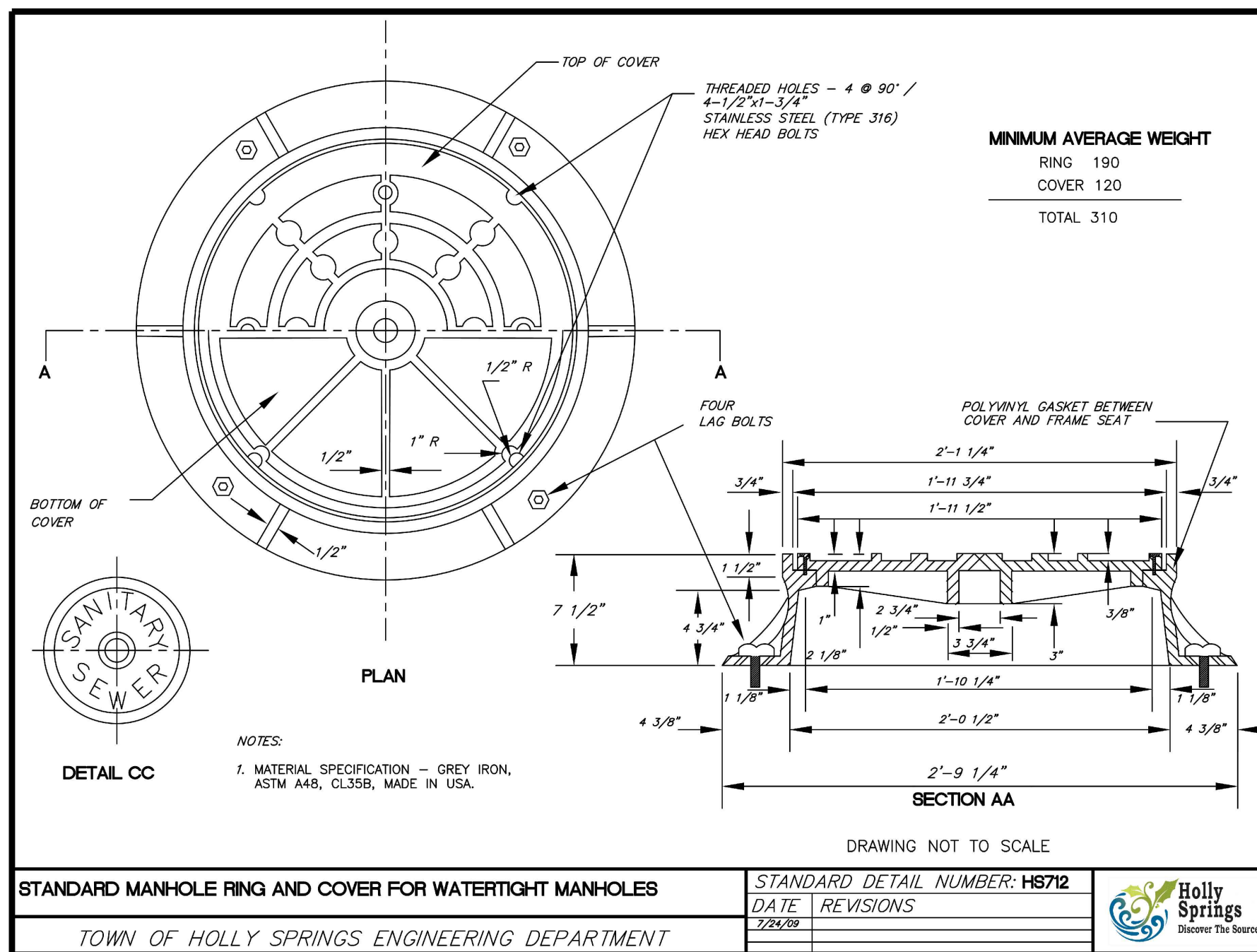
CN 7157

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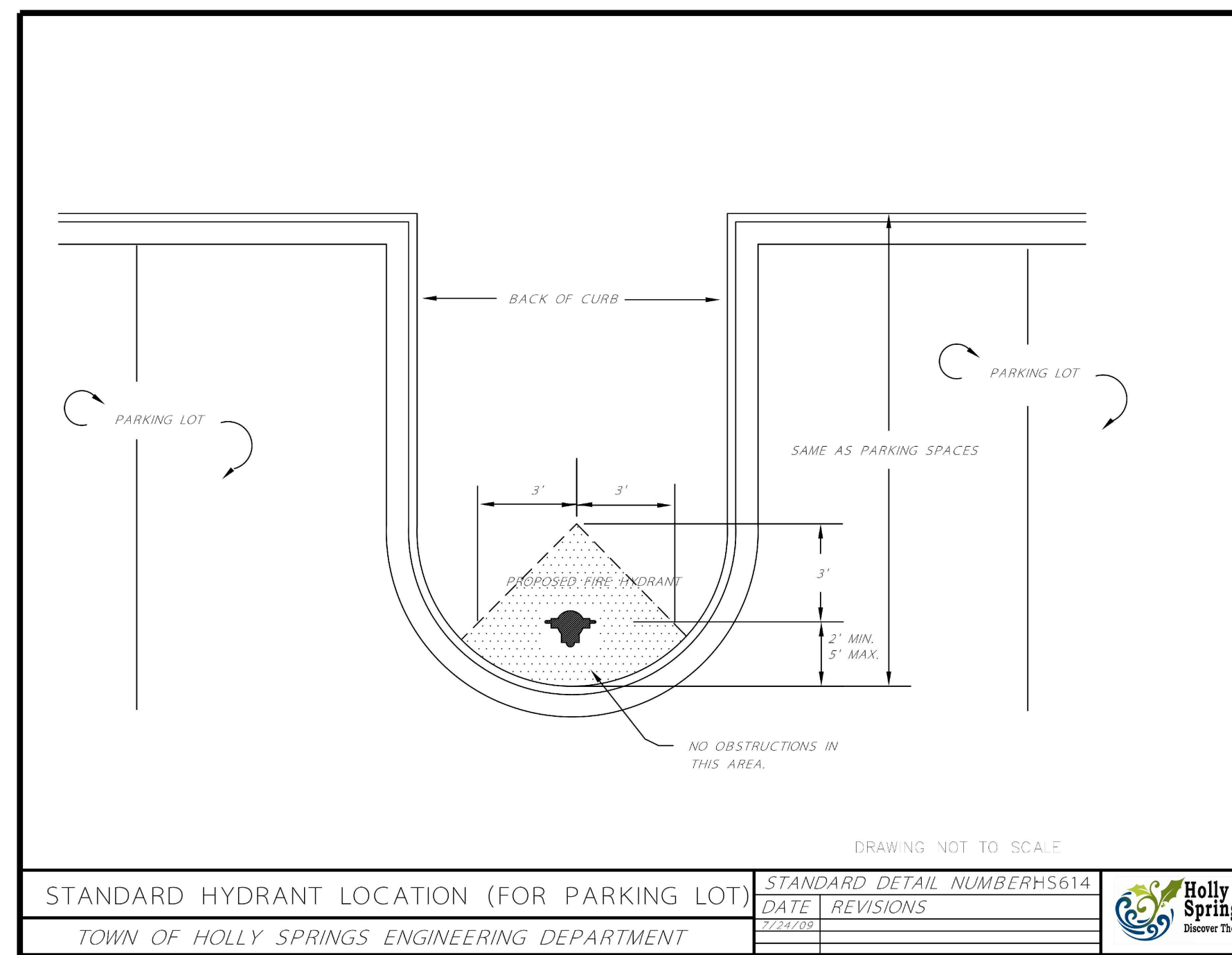
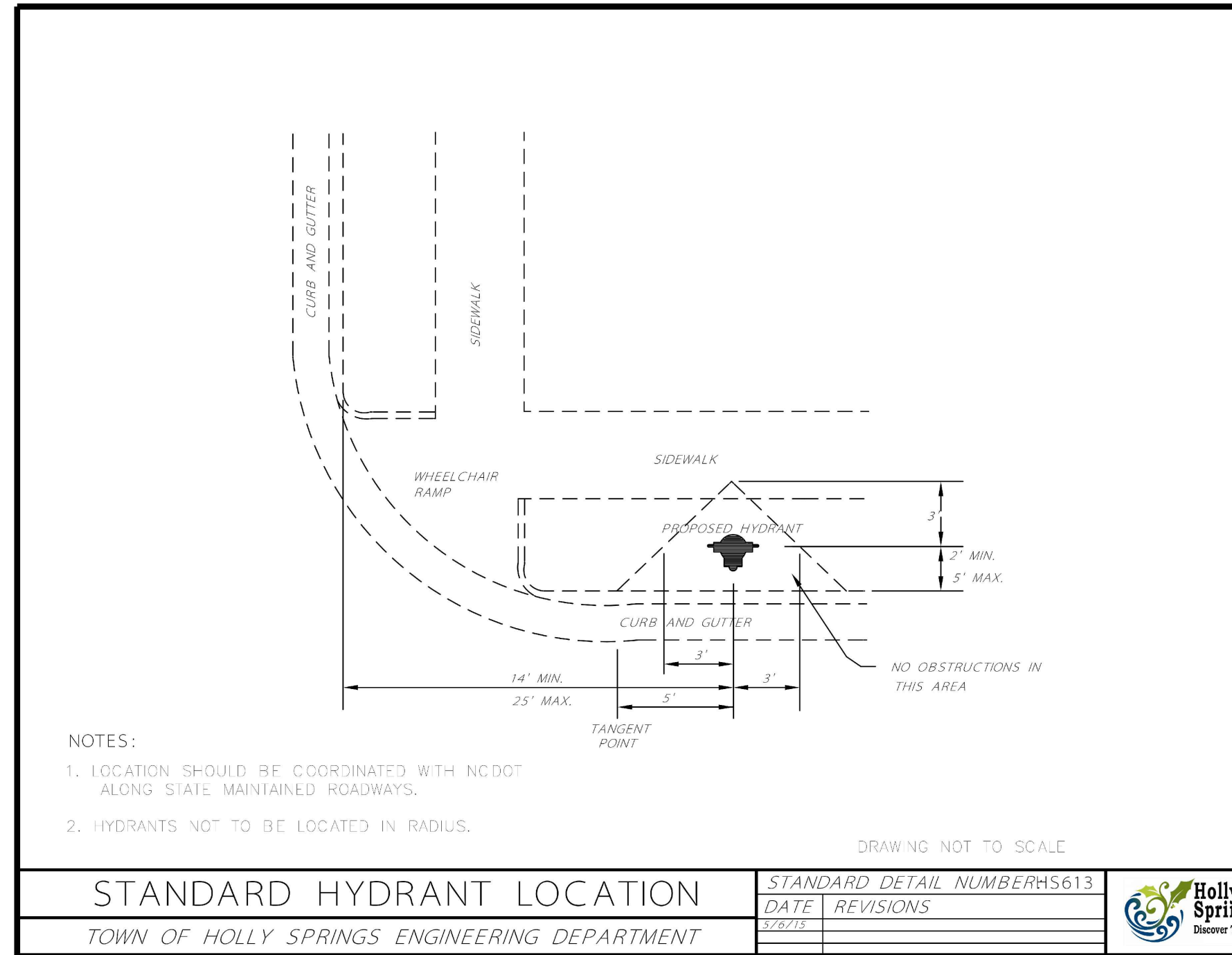
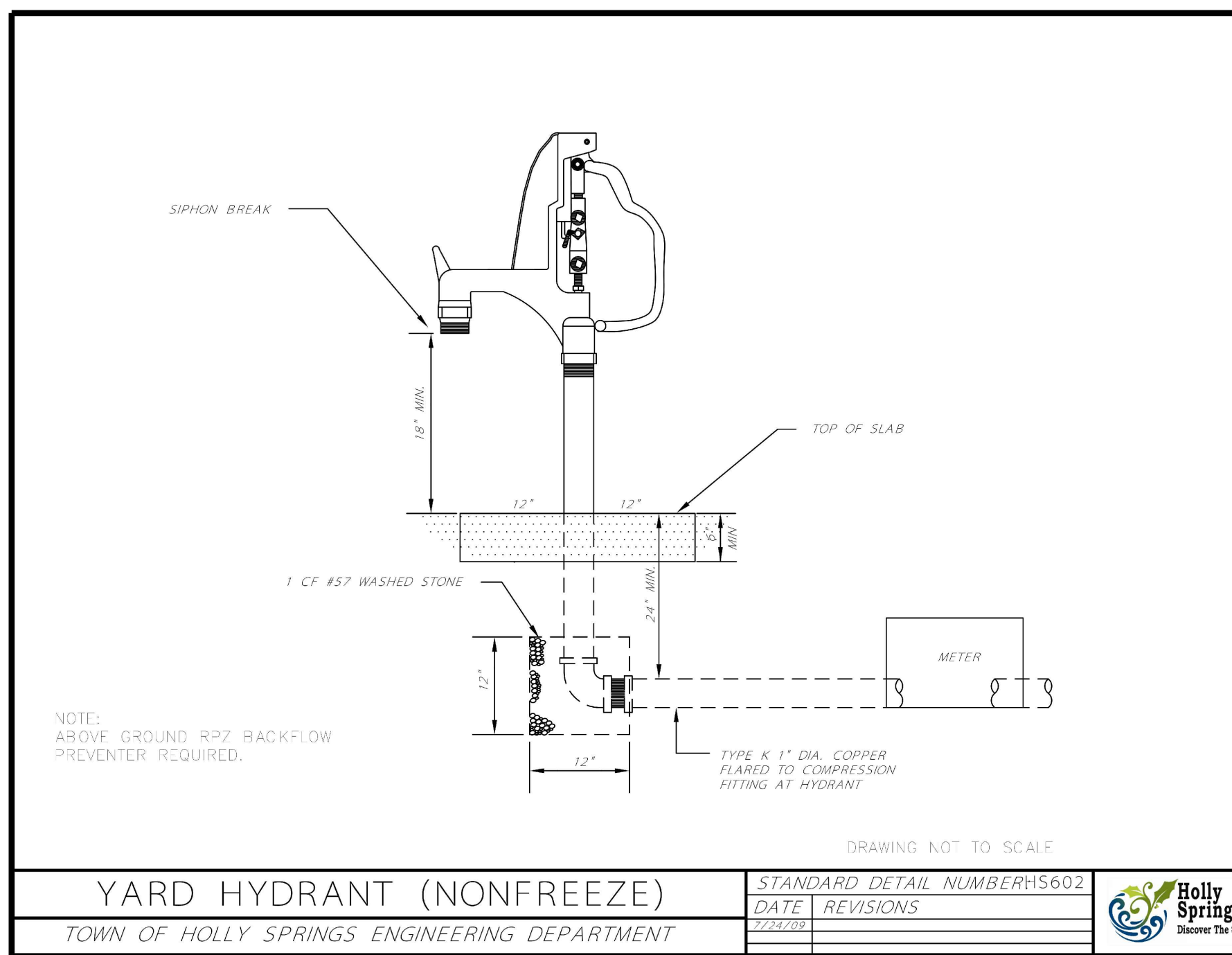
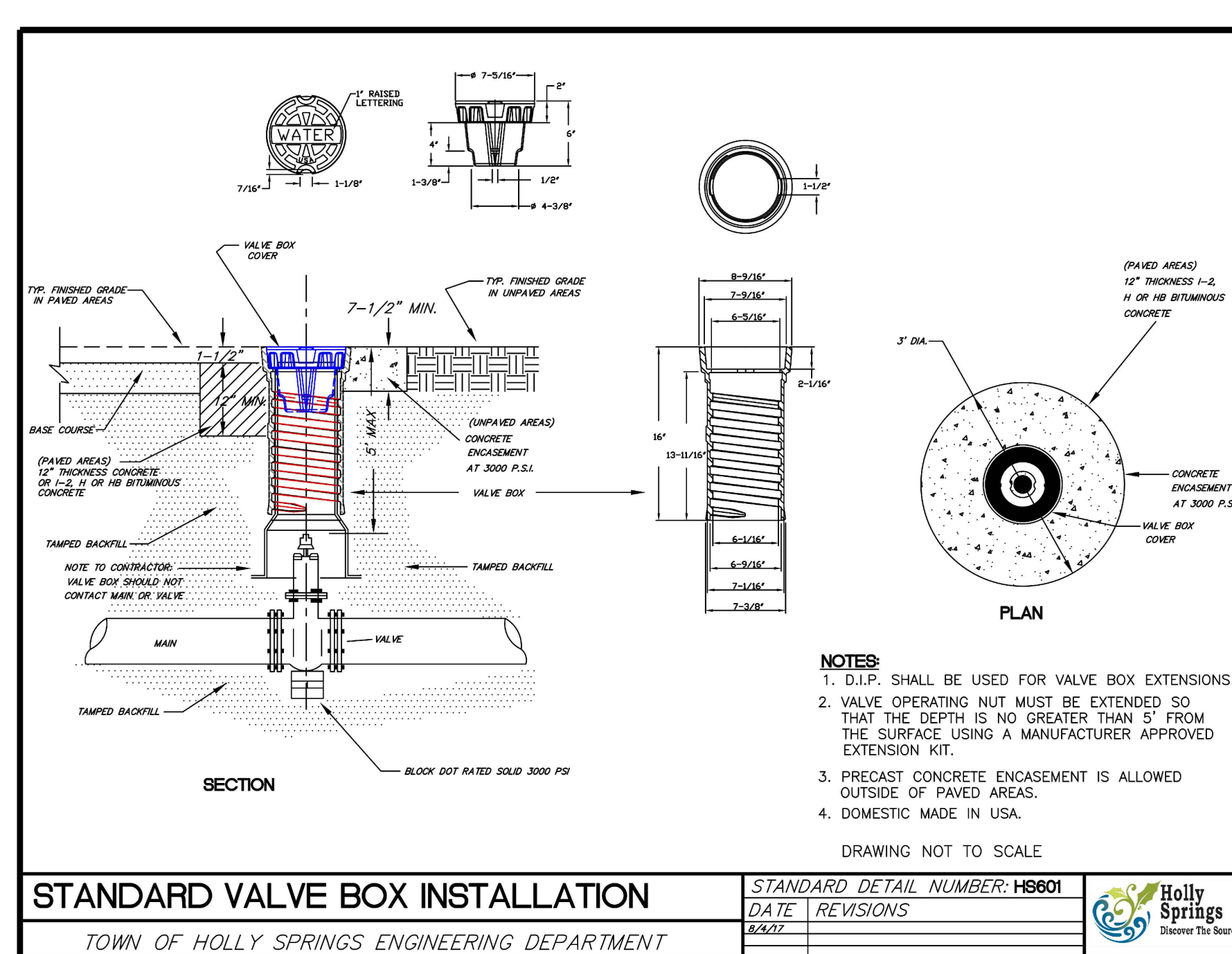
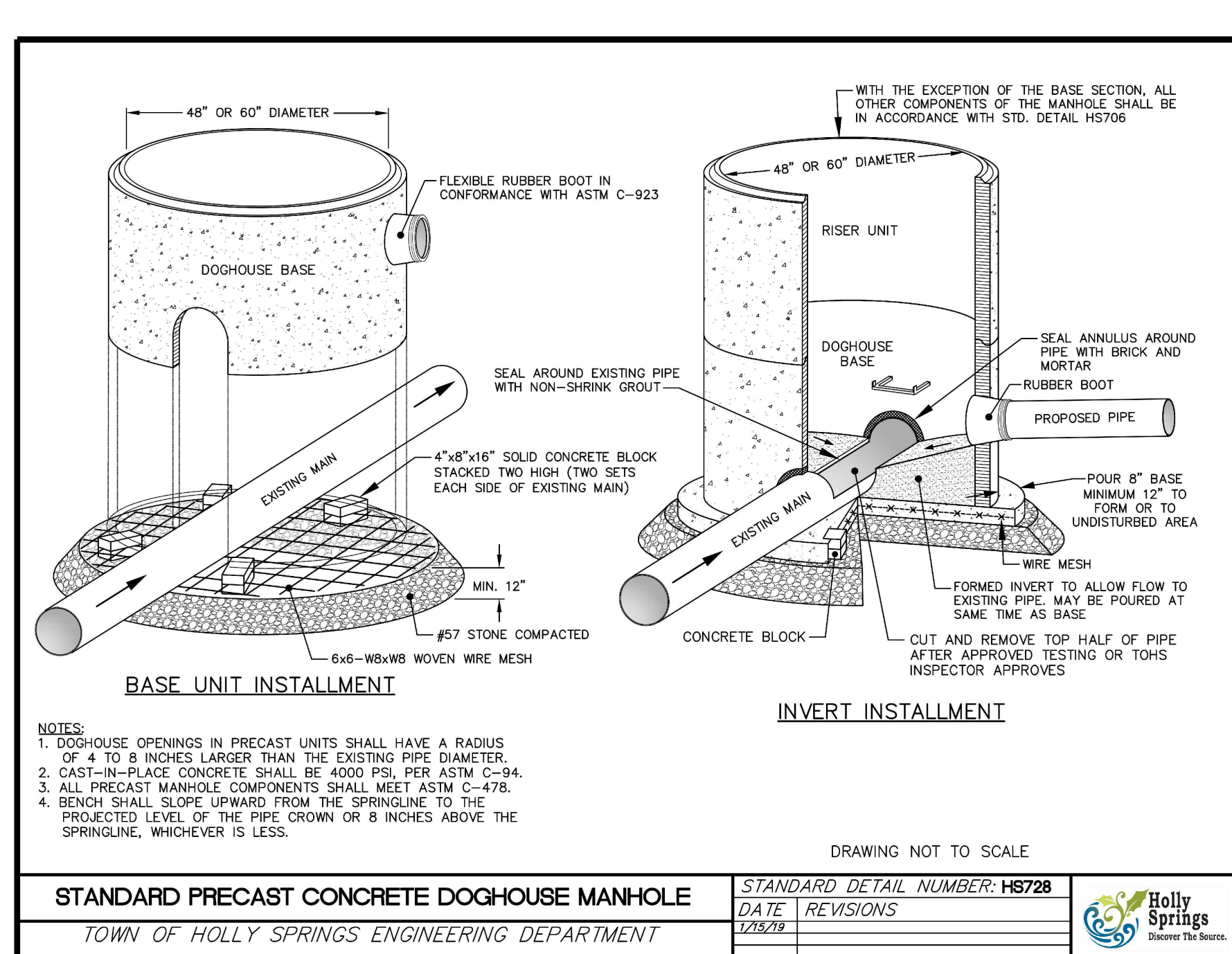
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SPECIFICATION TIME (min-sec) REQUIRED FOR PRESSURE DROP FROM 3-1/2 TO 2-1/2 PSIG WHEN TESTING ONE PIPE DIAMETER ONLY										
PIPE DIAMETER, INCHES										
	4	6	8	10	12	15	18	21	24	
LENGTH OF LINE, FEET	25	0:04	0:10	0:18	0:28	0:40	1:02	1:29	2:01	2:38
	50	0:09	0:20	0:35	0:55	1:19	2:04	2:58	4:03	5:17
	75	0:13	0:30	0:53	1:23	1:59	3:06	4:27	6:04	7:55
	100	0:18	0:40	1:10	1:50	2:38	4:08	5:56	8:05	10:34
	125	0:22	0:50	1:28	2:18	3:18	5:09	7:26	9:55	11:20
	150	0:26	0:59	1:48	2:45	3:58	6:11	8:30		
	175	0:31	1:09	2:03	3:13	4:37	7:05			
	200	0:35	1:19	2:21	3:40	5:17				12:06
	225	0:40	1:29	2:38	4:08	5:40			10:25	13:36
	250	0:44	1:39	2:56	4:35		8:31		11:35	15:07
	275	0:48	1:49	3:14	4:43		9:21		12:44	16:38
	300	0:53	1:59	3:31			10:12		13:53	18:09
	350	1:02	2:19	3:47		8:16	11:54	16:12	21:10	
	400	1:10	2:38		6:03	9:27	13:36	18:31	24:12	
	450	1:19	2:50			10:38	15:19	20:50	27:13	
	500	1:28			5:14	7:34	11:49	17:01	23:09	30:14



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DESIGNER



CLARK NEXSEN

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CONSULTANT

SEALS



SUBMITTA

JUNE 24, 2020

DEVELOPMENT PLAN
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CONSTRUCTION

REVISIONS

KEY PLAN

SHEET

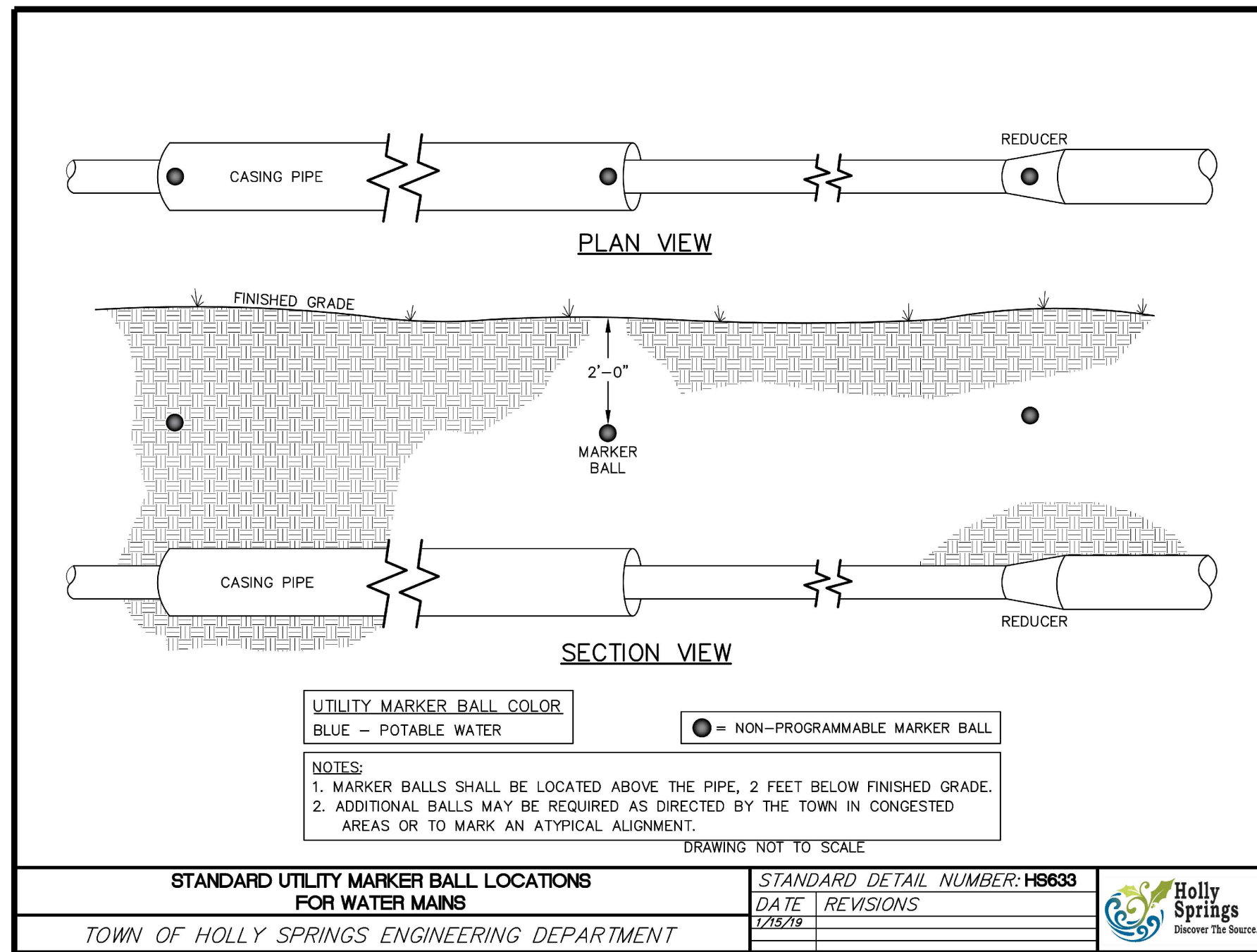
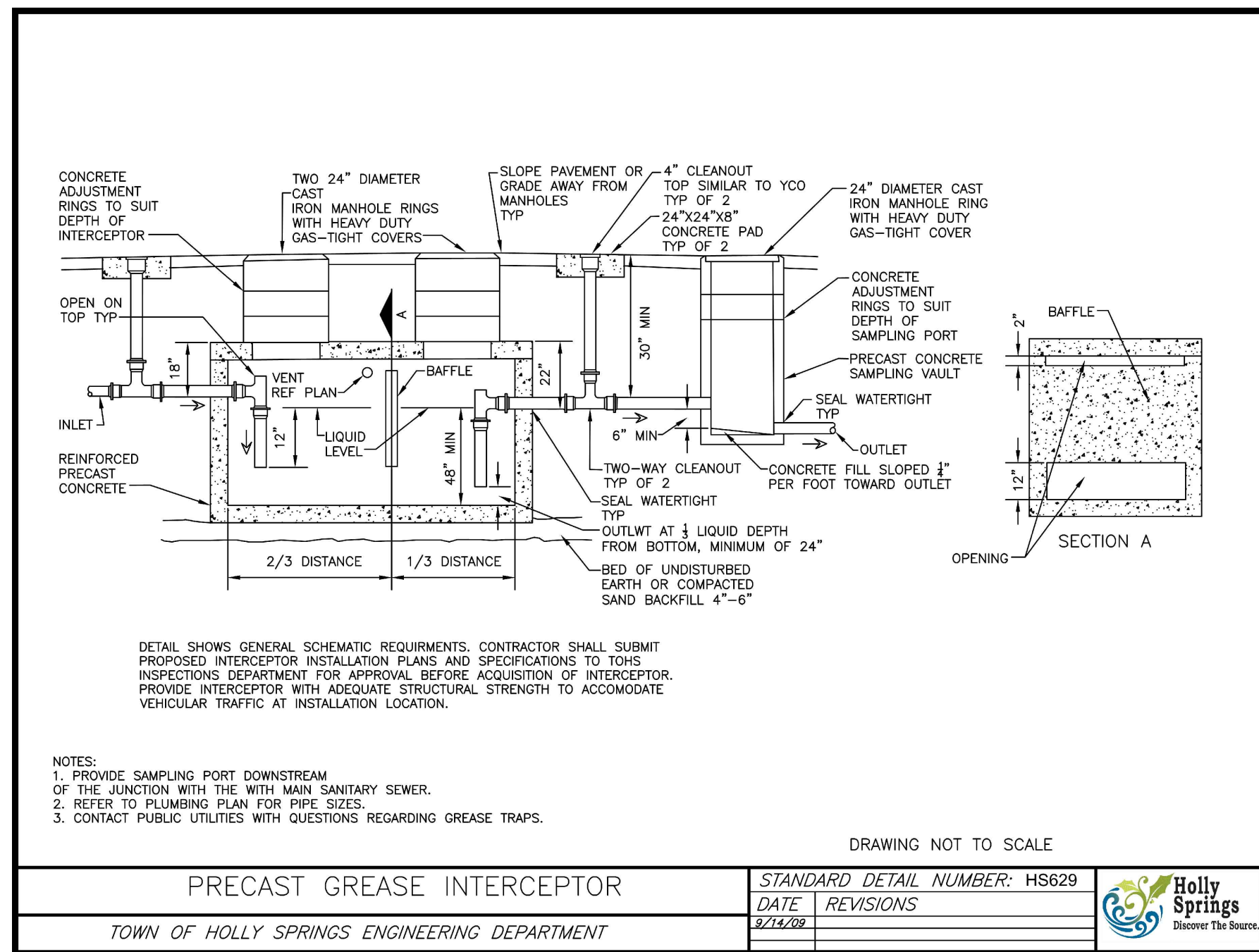
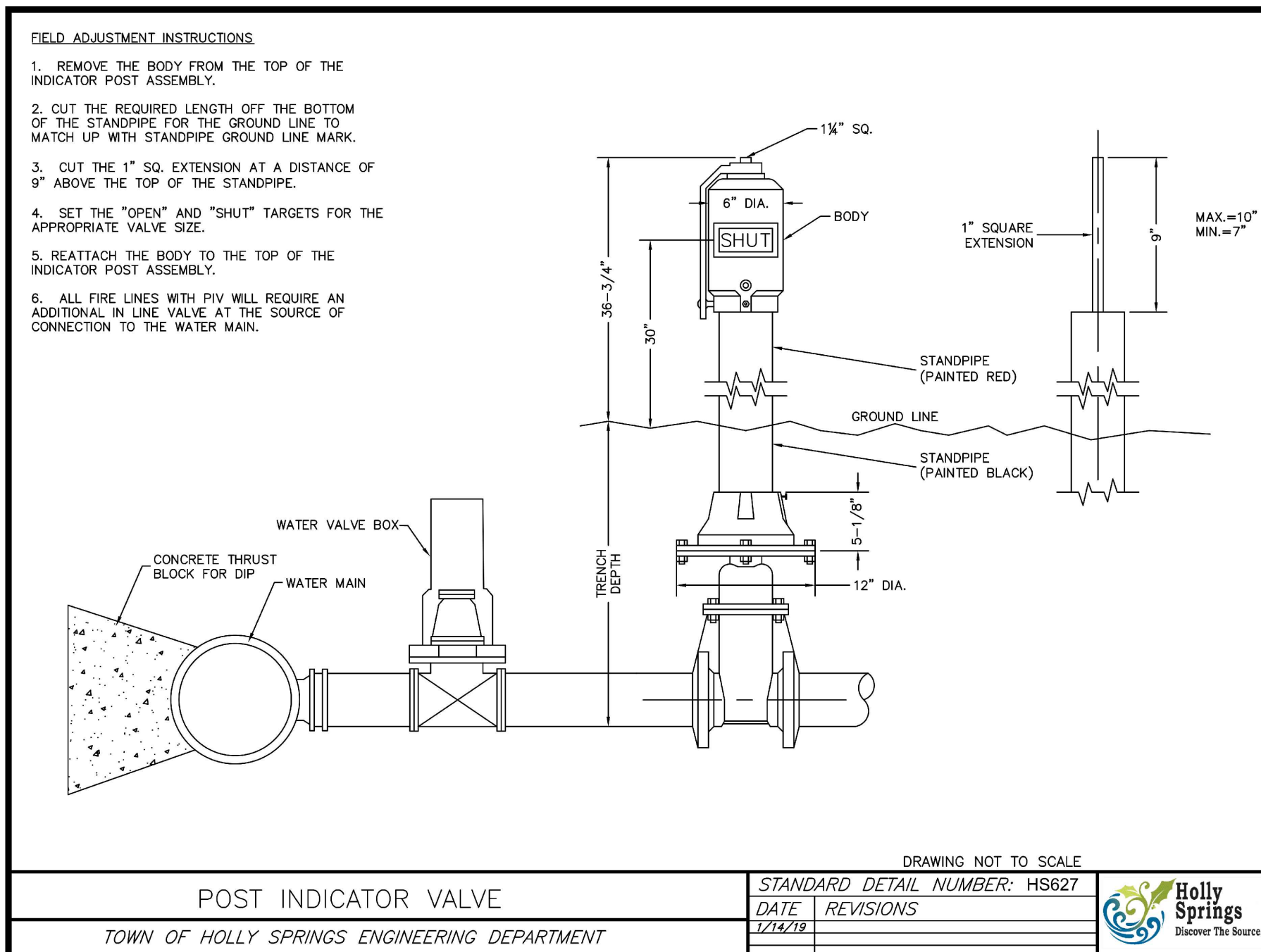
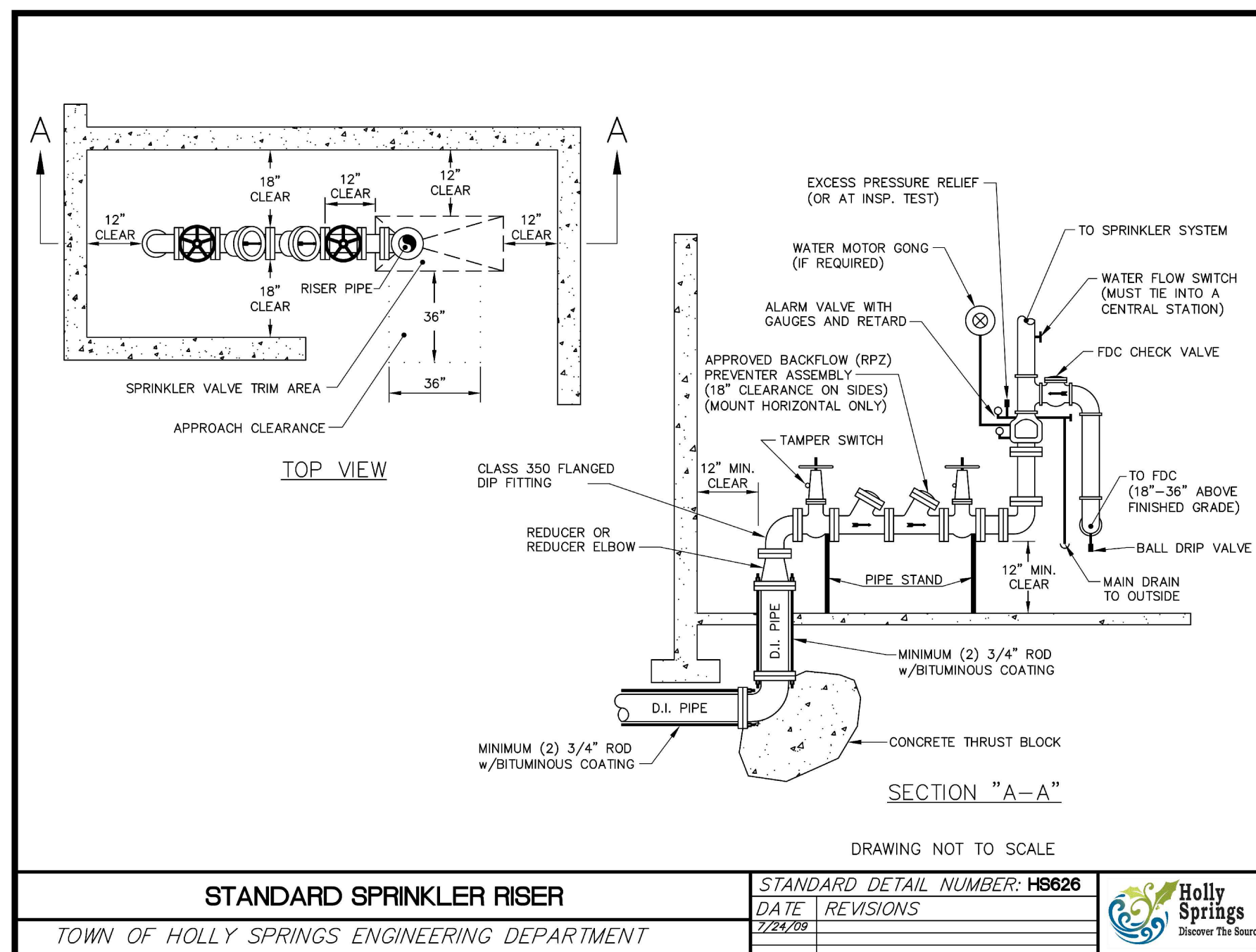
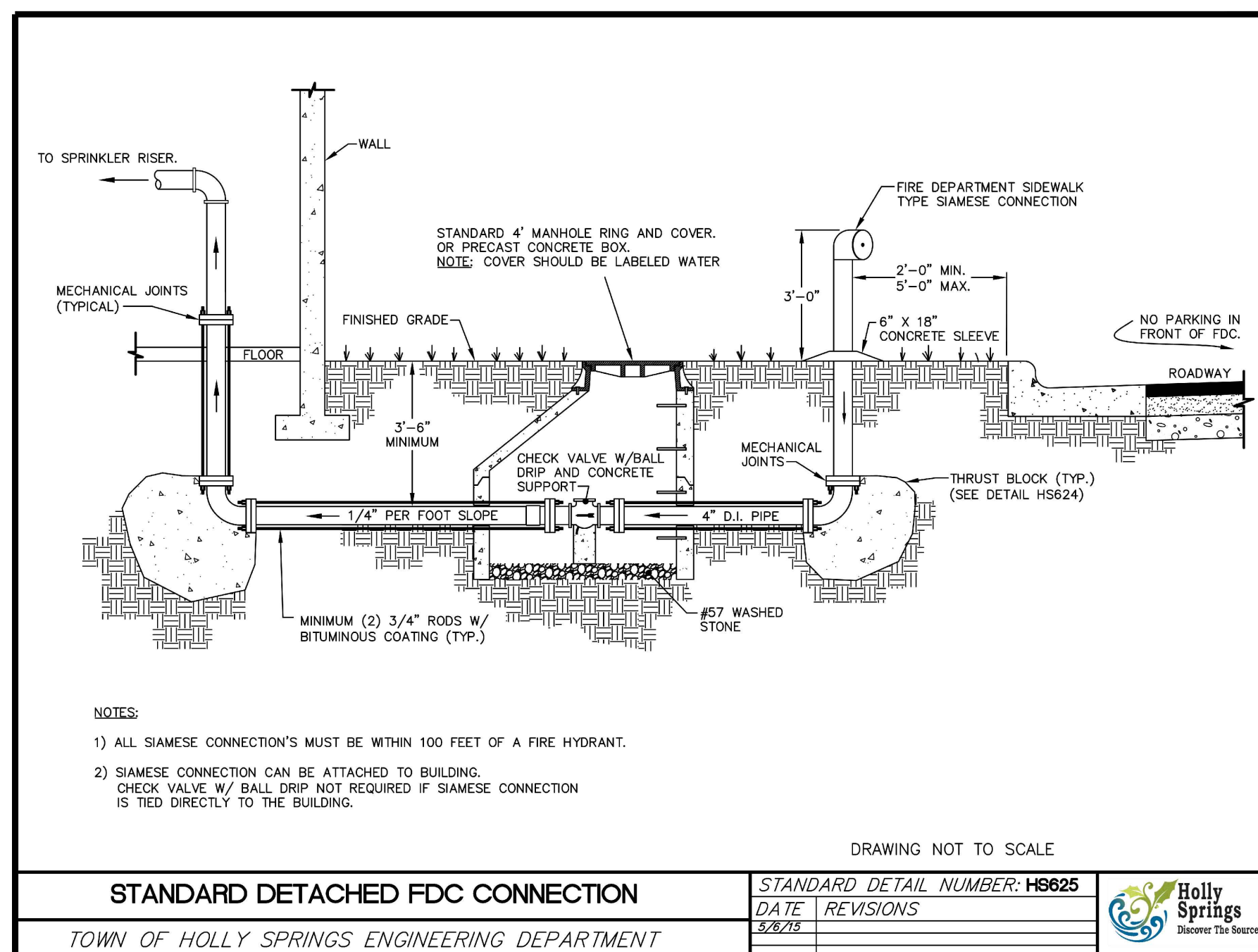
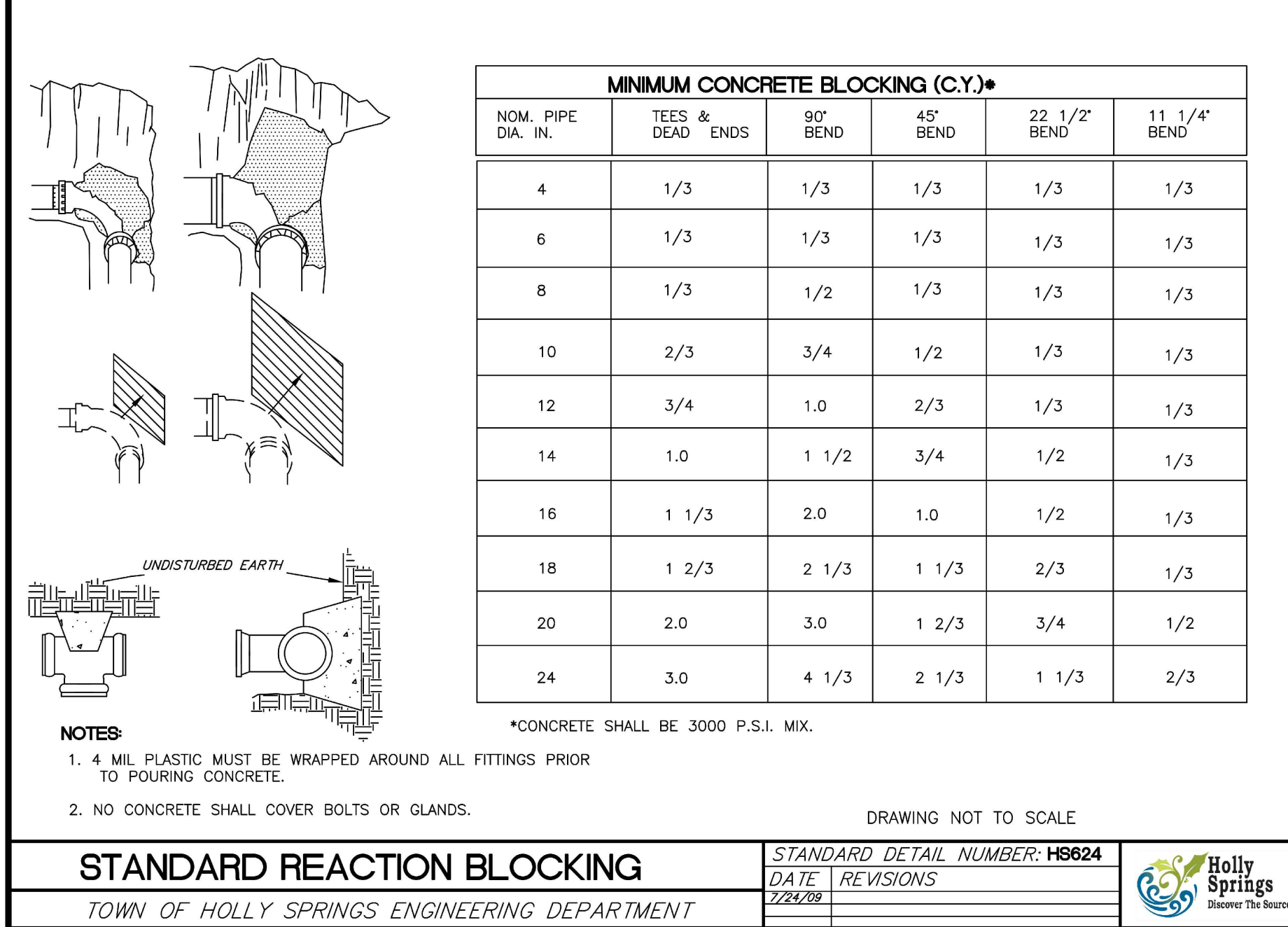
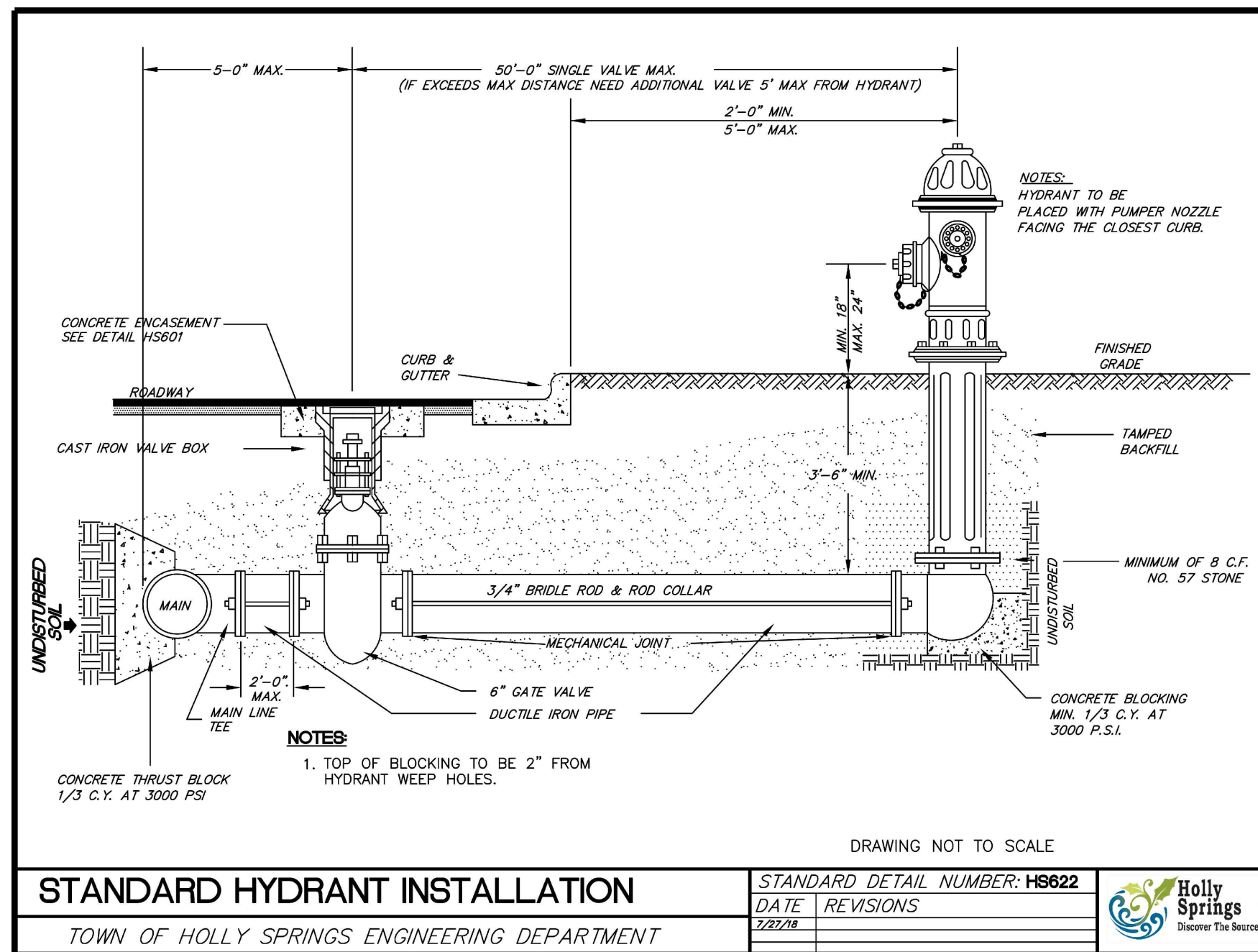
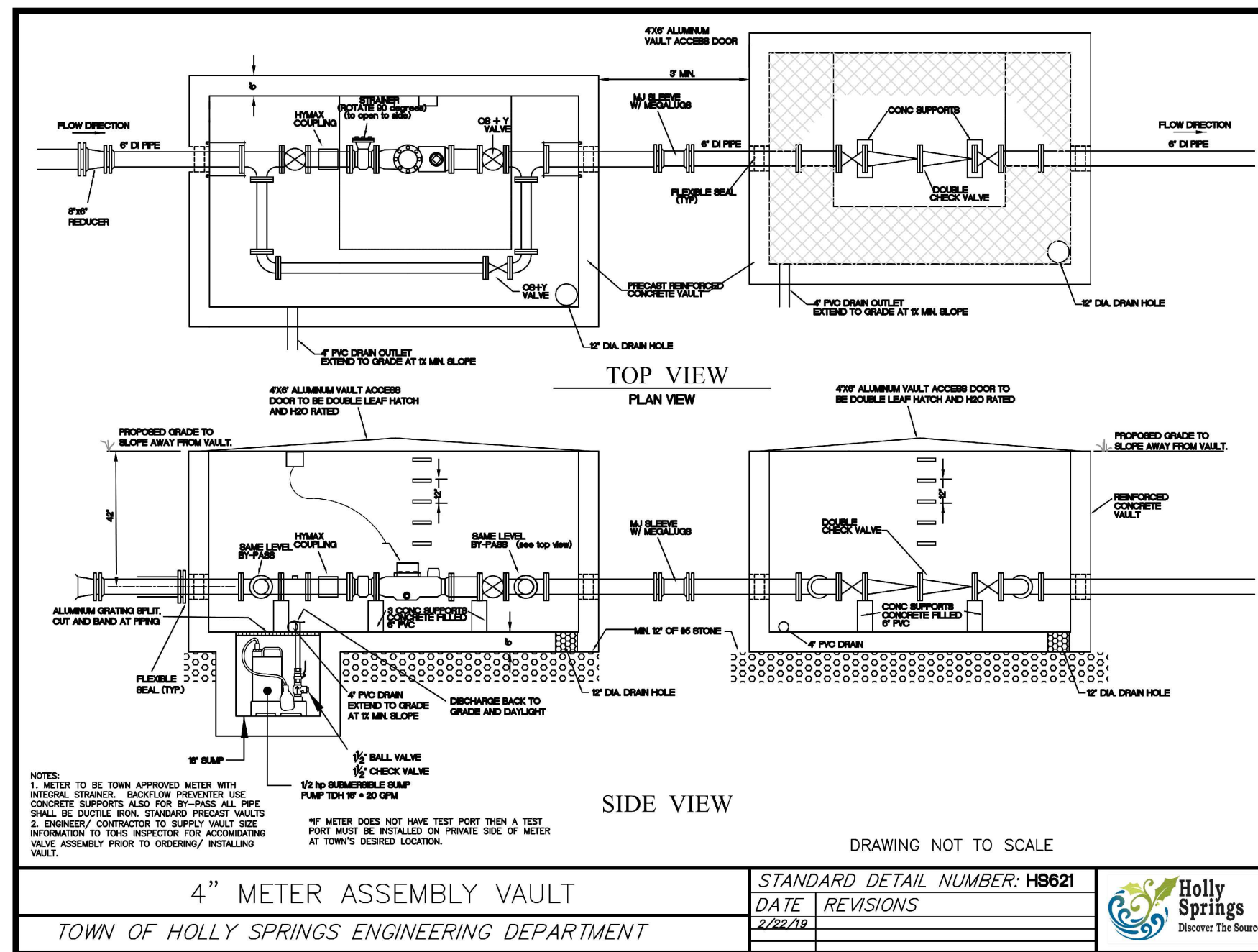
UTILITY DETAILS

C-505

SHEET - OF XX -

DESIGN: CCM
DRAWN: TAW
REVIEW: DMP

CN 7157



DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
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CAROLINA SPRINGS PUD
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UTILITY DETAILS

C-506

SHEET - OF XX -

DESIGN: CCM
DRAWN: TAW
REVIEW: DMF

CN 7157

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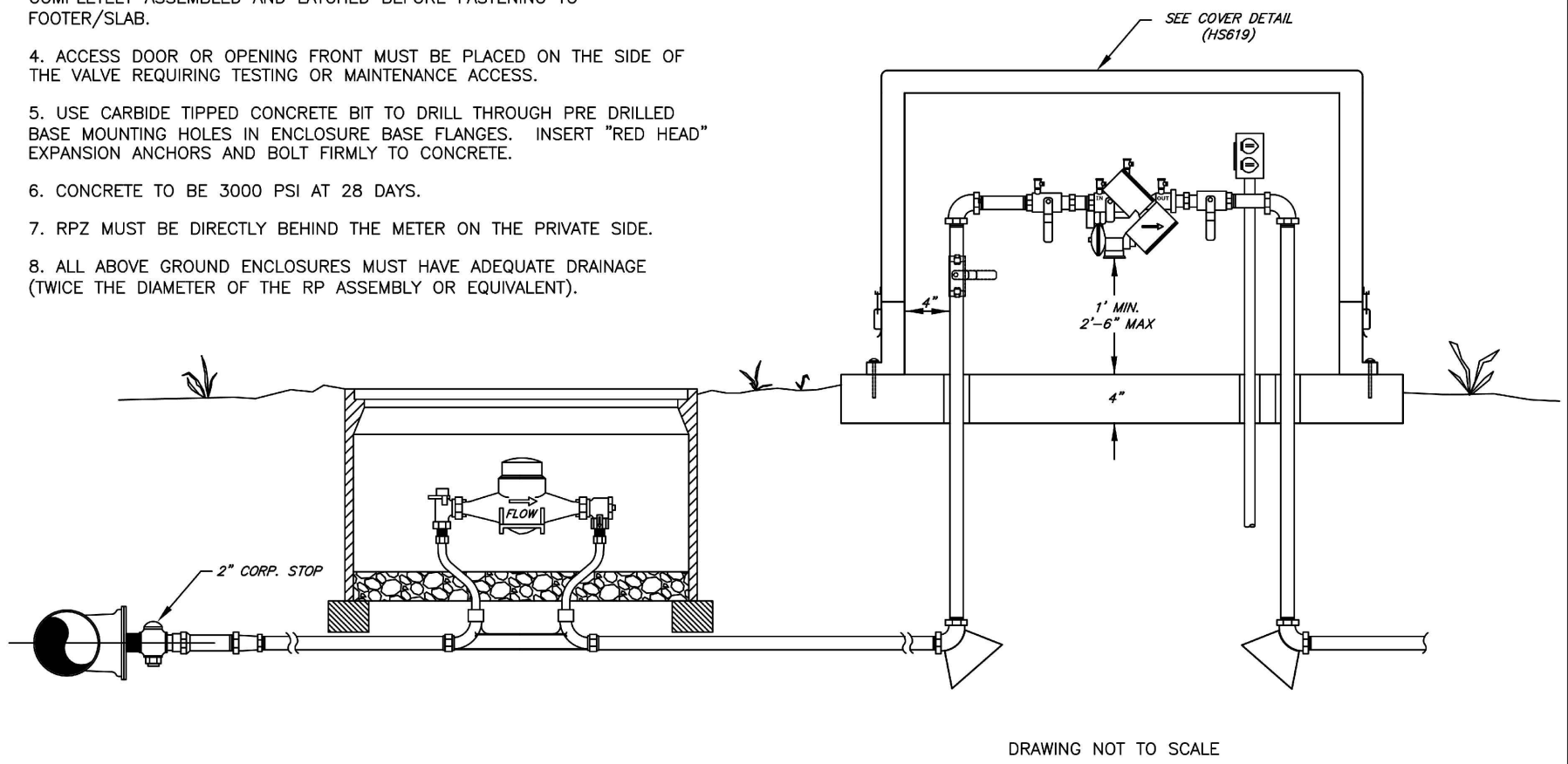
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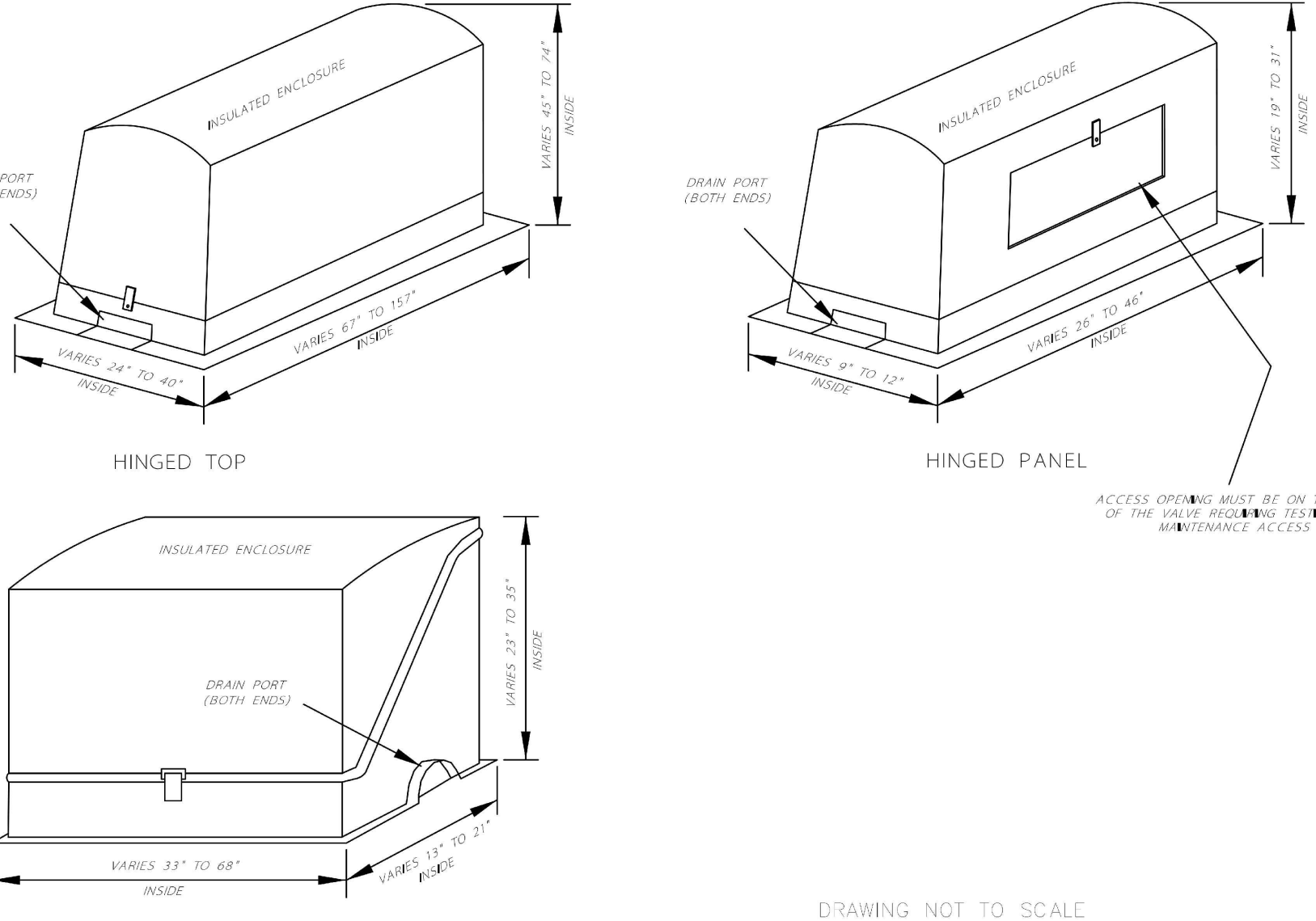
- NOTES:
1. INSTALL VALVE ASSEMBLY IN ACCORDANCE WITH DRAWINGS. BE SURE THAT THE OUTSIDE DIMENSIONS OF THE VALVE ASSEMBLY WILL FIT INTO THE BOX BEFORE SETTING "HOT BOX".
 2. PROVIDE GFCI RECEPTACLE, U.L. STD. 943-NEMA3R, INSIDE ENCLOSURE. MOUNT AT LEAST 6" ABOVE DISCHARGE POINT AND NEAR PIPE RISER ON THE HEATER CONNECTION SIDE.
 3. WHEN PLACING HOT BOX OVER VALVE ASSEMBLY, BOX SHOULD BE COMPLETELY ASSEMBLED AND LATCHED BEFORE FASTENING TO FOOTER/SLAB.
 4. ACCESS DOOR OR OPENING FRONT MUST BE PLACED ON THE SIDE OF THE VALVE REQUIRING TESTING OR MAINTENANCE ACCESS.
 5. USE CARBIDE TIPPED CONCRETE BIT TO DRILL THROUGH PRE DRILLED BASE MOUNTING HOLES IN ENCLOSURE BASE FLANGES. INSERT "RED HEAD" EXPANSION ANCHORS AND BOLT FIRMLY TO CONCRETE.
 6. CONCRETE TO BE 3000 PSI AT 28 DAYS.
 7. RPZ MUST BE DIRECTLY BEHIND THE METER ON THE PRIVATE SIDE.
 8. ALL ABOVE GROUND ENCLOSURES MUST HAVE ADEQUATE DRAINAGE (TWICE THE DIAMETER OF THE RPZ ASSEMBLY OR EQUIVALENT).



RPZ INSTALLATION FOR COMMERCIAL IRRIGATION METERS	STANDARD DETAIL NUMBER: H6618	
	DATE	REVISIONS
	7/24/20	

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT





OUTDOOR RPZ SERVICES COVER	STANDARD DETAIL NUMBER: S619	
	DATE	REVISIONS
	7/24/20	

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



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SEALS



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JUNE 24, 2020

DEVELOPMENT PLAN
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REVISIONS

KEY PLAN

SHEET

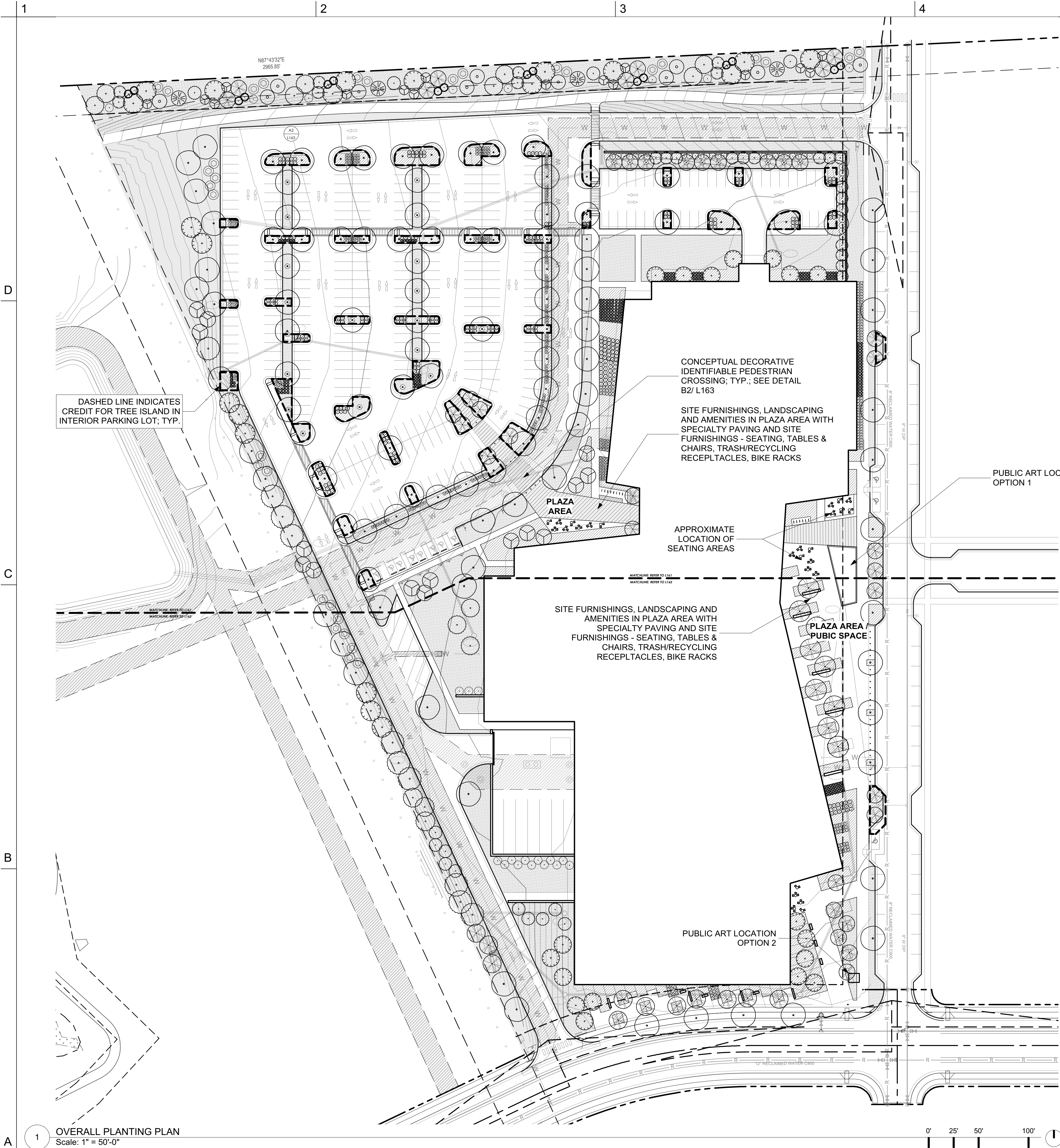
UTILITY DETAILS

C-507

SHEET - OF XX -

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REVIEW: DMP

CN 7157



PLANTING NOTES

- EXISTING UTILITIES SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO BEGINNING WORK. IDENTIFY LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING AROUND EXISTING UTILITIES TO REMAIN.
- PLANT LIST IS PROVIDED FOR CONVENIENCE ONLY, IN THE CASE OF DISCREPANCIES BETWEEN THE PLAN AND PLANT LIST QUANTITIES, THE PLAN SHALL TAKE PRECEDENCE.
- AFTER THE SITE IS STABILIZED AND FREE OF SEDIMENTATION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES, SILT, RIP RAP AND TEMPORARY STONE STAGING AREAS FOR REPLACEMENT WITH PLANTING SOIL. PROVIDE PLANTING ACCORDING TO THE LANDSCAPE PLAN.
- TEMPORARY EROSION CONTROL SEED MUST BE FULLY REMOVED PRIOR TO PREPARATION OF PERMANENT SEED, SOD OR LANDSCAPE BEDS.
- UNLESS OTHERWISE NOTED IN THE PLANT LIST, OWNER SHALL OBTAIN AND INSTALL ONLY PLANT MATERIAL THAT IS GROWN ON ITS OWN ROOT - GRAFTED OR BUDDED PLANT MATERIAL WILL BE REJECTED.
- ALL TREES SHALL BE OBTAINED FROM THE NURSERY WITH EXPOSED ROOT CROWNS. B&B MATERIAL DELIVERED TO SITE WITH BURIED OR RECENTLY BURIED ROOT CROWNS WILL BE REJECTED.
- OWNER WILL NOTIFY LANDSCAPE ARCHITECT OF PLANT SUBSTITUTIONS IN ANY MEASUREMENT OR SPECIES INDICATED. SEE SPECIFICATIONS FOR FULL NOTIFICATION REQUIREMENTS.
- CONTRACTOR SHALL STAKE ALL PLANT LOCATIONS IN THE FIELD. OBTAIN APPROVAL FROM LARCH PRIOR TO STARTING PLANT INSTALLATIONS
- DO NOT PLANT IN STORM WATER CONVEYANCE SWALES OR PROVIDE FINE GRADING THAT DISRUPTS FLOW OR CHANGES LONGITUDINAL SLOPES.
- PLANT THE OUTER EDGES OF EACH PLANTING GROUP FOLLOWING THE BED OUTLINE ACCORDING TO THE PLAN. ONCE A SATISFACTORY MATCHED OUTER SHAPE IS OBTAINED, FILL THE CENTER OF EACH AREA WITH PLANTS ACCORDING TO THE PLAN AND SPACING NOTES.
- THE PLANTING LAYOUT WITHIN PLANTING BEDS SHOULD BE SHIFTED TO MINIMIZE CONFLICTS WITH EXISTING TREE ROOTS AND OTHER STRUCTURES.
- DISTURBED EARTH AREAS BEYOND PROJECT LIMITS THAT ARE DIRECTLY CAUSED BY CONTRACTOR MEANS AND METHODS SHALL BE RESTORED WITH TURF SOD UNLESS OTHERWISE NOTED.

THE MAINTENANCE OF ALL REQUIRED LANDSCAPING BY KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS PRESERVED EXISTIG NATURAL VEGETATION (I.E., THICKETS), AND KEPT FREE FROM TRASH, DEBRIS, AND OTHER OBJECTIONABLE MATERIALS; THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING, SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON; AND, THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA, WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN, SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.

INTERIOR ISLAND PARKING REQUIREMENTS:

TOTAL PROPOSED ON-SITE PARKING SPACES NOT INCLUDING ON-STREET PARKING: 326 (INCLUDING 8 HC & 6 BUS SPACES)

INTERIOR LANDSCAPE ISLANDS REQUIRED = 33 (326/10 = 32.6)
INTERIOR LANDSCAPE ISLANDS PROVIDED = 42

INTERIOR LANDSCAPE ISLAND TREES REQUIRED = 42 (1 TREE PER ISLAND)
INTERIOR LANDSCAPE ISLAND TREES PROVIDED = 52 (WITHIN DESIGNATED TREE ISLAND)

INTERIOR LANDSCAPE ISLAND SHRUBS REQUIRED = 168 (4 SHRUBS PER ISLAND)
INTERIOR LANDSCAPE ISLAND SHRUBS PROVIDED = 210

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CALVERT SPORTS ACADEMY & DEVELOPMENT CENTER

CAROLINA SPRINGS PUD
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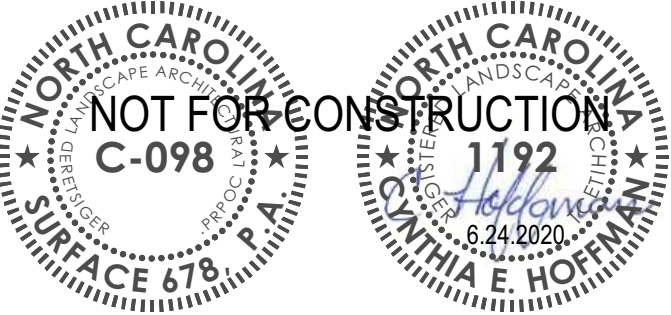
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SEALS



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APRIL 24, 2020

**DEVELOPMENT PLAN
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REVISIONS

KEY PLAN

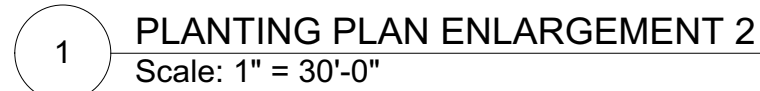
SHEET

**OVERALL
PLANTING PLAN
L160**

SHEET OF XX

DESIGN: CH
DRAWN: DY
REVIEW: CH

CN 7157



CN 7157

D	1		2		3		4		5	
C										
B										
A										

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C-098

NOT FOR CONSTRUCTION

1192

SUBMITTAL

APRIL 24, 2020

DEVELOPMENT PLAN
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KEY PLAN

SHEET

PLANTING
SCHEDULE

L164

DESIGN: CH
DRAWN: DY
REVIEW: CH

CN 7157

Page 58 of 273

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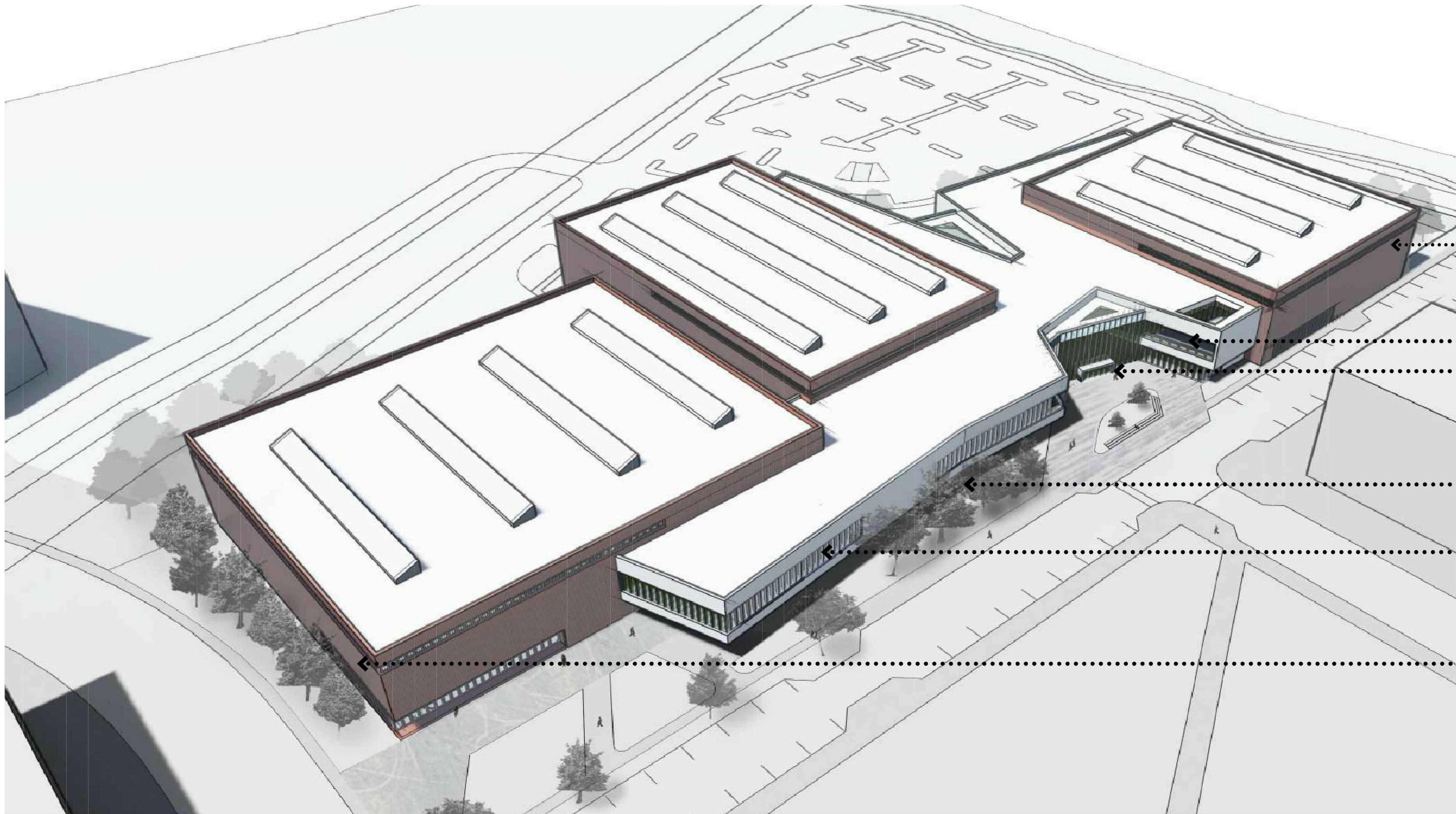
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PRELIMINARY AERIAL RENDERING



PRELIMINARY RENDERING OF ENTRANCE

ICON BUILDINGS

THE FACILITY WILL BE LOCATED PROMINENTLY WITHIN THE INNOVATION DISTRICT ADJACENT TO THE VILLAGE SQUARE DISTRICT ON THE NORTHWEST CORNER OF THE INTERSECTION OF MAJOR COLLECTOR STREETS. THE DESIGN WILL BE MODERN, FORWARD-THINKING AND CUTTING EDGE. PEDESTRIAN ACCESS WILL BE INCORPORATED AND CONSIDERED IN THE DESIGN USING ELEMENTS OF TRANSPARENCY, CANOPIES, AND CLEARLY DEFINED ENTRANCES.

MATERIALITY WILL BE CHOSEN SUCH THAT VISUAL INTEREST IS ACHIEVED THROUGH TEXTURE, LAYERING AND DEPTH BOTH AT A DISTANCE AND AT THE HUMAN SCALE. IT IS ANTICIPATED THAT THE PALETTE OF MATERIALS MAY INCLUDE GLASS, METAL PANEL AND CONCRETE. GLASS SYSTEMS MAY BE A COMPOSITE OF TRANSPARENT, TRANSLUCENT AND OPAQUE UNITS TO ADDRESS, PRIVACY, SOLAR ORIENTATION AND VIEWS. FURTHER STUDY MAY REQUIRE THE USE OF SOLAR CONTROLS, SUCH AS LOUVERS ON THE EXTERIOR FACADES.

MASSING WILL BE A DIRECT REFLECTION OF THE PRIMARY PROGRAMMATIC ELEMENTS OF THE BUILDING. CLEARLY ARTICULATED MATERIALITY AND VOLUMETRIC DEFINITION WILL BE GIVEN TO THE ICE RINKS AND THE SUPPORT PROGRAM RESPECTIVELY. TO ENHANCE THE PEDESTRIAN EXPERIENCE A CLEARLY DEFINED BASE WILL PROVIDE SCALE AT THE STREET LEVEL WHILE VOLUMETRIC VARIETY IN THE ENVELOPE AND ROOF HEIGHTS WILL ADD VISUAL INTEREST THROUGHOUT.

ELEVATED OUTDOOR AREAS WILL ADD FURTHER ARTICULATION AND VISUAL INTEREST TO THE MASSING.

SERVICE AND LOADING AREAS AND ROOF TOP EQUIPMENT WILL BE THOUGHTFULLY INCORPORATED INTO THE OVERALL DESIGN OF THE BUILDING AND SCREENED FROM VIEW.

DUKE ENERGY PROGRESS, INC
**CALVERT SPORTS ACADEMY AND
DEVELOPMENT CENTER**
CAROLINA SPRINGS PUD
HOLLY SPRINGS, NC

DESIGNER



CLARK NEXSEN

4525 Main Street, Suite 1400
Virginia Beach, VA 23462
PH: 757.455.5800
FAX: (757) 455-5638

CONSULTANT

SEALS

NOT FOR CONSTRUCTION

SUBMITTAL

MAY 29, 2020

**DEVELOPMENT PLAN
NOT FOR
CONSTRUCTION**

REVISIONS

KEY PLAN

SHEET

**ARCHITECTURAL
ELEVATION**

AE001

SHEET 1 OF XX 1

DESIGN:
DRAWN:
REVIEW:

CN 7157

I:\Projects\7000\7157-Calvert Sports Academy\Disciplines\Civil\Exhibits\Architectural Elevation.dwg Thu, 28 May 2020 - 12:29pm tweaver



THE TOWN OF

Holly Springs

Resolution No.: 20-20

Date Adopted: July 21, 2020

Effective Date: July 21, 2020

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
MAKING FINDINGS OF FACT FOR
SPECIAL EXCEPTION USE (20-SEU-04); &
VARIANCE OF DEVELOPMENT STANDARDS (20-VARTC-03; 20-VARTC-04);
IN ASSOCIATION WITH DEVELOPMENT PETITION 20-DP-06 FOR
CALVERT SPORTS ACADEMY AND DEVELOPMENT CENTER**

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in November 2002; and

WHEREAS, pursuant to NCGS §§160A-361 & 388 and the UDO, the town council of Holly Springs ("Town Council") has the authority to grant special exception uses, variances, and waivers if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

- a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- b. The proposed use will not injure or adversely affect the adjacent area;
- c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any

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- other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
 - i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
 - j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

Variance Findings of Fact:

A *variance* may be granted by the Board if competent and substantial evidence is presented by the applicant which persuades the Board to either reach each of the following conclusions independently or be reasonably able to meet these conclusions upon implementation of conditions by the Board:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Petitioner's written findings of fact into the minutes (Exhibit A) and have received site plans and elevations depicting the requested WAIVERS (Exhibit B) for the following requested Special Exception Uses, Variance of Development Standards, & Waivers:

Part 1: Special Exception Use (20-SEU-04)

A Special Exception Use as specified in the Carolina Springs Planned Unit Development to allow for an Indoor Sports Training Facility in the Innovation District, a 12.6± acre portion of the property located at 100 Ice Barn Road, a portion of 2700 Woodfield Dead End Rd, Wake County PIN 0730842712.

Part 2: Variance (20-VARTC-03)

A Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, A. Front Setback, to reduce from 50% to 33%, the visible building facade facing a street at the maximum 20 foot setback along the east frontage (future Ice Barn Road), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

Part 3: Variance (20-VARTC-04)

A Variance of Development Standards of the Carolina Springs Planned Unit Development Innovation District, Building Placement Standards, Internal District Setbacks, B. Secondary Front Setback, to reduce from 50% to 22% the visible building facade facing a street at the maximum 20 foot setback along the south frontage (future Carolina Springs Blvd.), in association with Development Plan Petition #20-DP-06 for Calvert Sports Academy and Development Center.

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the Petitioner's written findings of fact. The Town Council finds that the Petitioner's findings of fact to be consistent with the public testimony received on the requested Special Exception Uses, Variance of Development Standards, & Waivers, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Special Exception Use (20-SEU-04); & Variance Of Development Standards (20-VARTC-03 / 20-VARTC-04; as submitted by Clark Nexen.

Adopted by the Holly Springs Town Council on this, the 21st day of July, 2020.

Town of Holly Springs by

ATTEST:


Dick Sears, Mayor

Linda McKinney, Town Clerk



Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT A

Part 1: Special Exception Use (20-SEU-04) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS SPECIAL EXCEPTION USE FINDINGS OF FACT	DPM Appendix #A.04 Supplement #15 December 2018
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You must respond to all findings; please type or print legibly in blue or black ink.



Project Information:

Project Name: Calvert Sports Academy and Development Center

Special Exception Use:

UDO Section No.: Carolina Springs PUD

Special Exception Use: Ice Sports Complex

Specific Special Exception Use Request:

Allow a 4 story Ice Sports Complex with short-term housing within the Innovation District

For DPZ Use only

Project # 20-SEU-04

Date Received:

Findings of Fact:

A petition for Special Exception Use may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:

The Ice Sports complex will be a gathering place for the community. The complex will help enhance the public's general health and comfort with the proposed services provided.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:

The Ice Sports complex will be the preferred destination for ice related sports on the east coast. This will greatly enhance the property values for the residents and businesses within Carolina Springs but all within the town of Holly Springs.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:

The Ice Sports complex will enhance the character of the Innovation District while meeting all the land use requirements of the PUD and the Town's Comprehensive Plan.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):

The Ice Sports complex will meet all development standards.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:

The Ice Sports complex has two driveway entrances, one along each road frontage. It also has a vehicular drop-off point in the front of the building. It has bus access/drop-off at the main rear-entrance. The complex provides access to the greenway for bicycle and pedestrian access. It has met all the required needs in Section 7.09

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- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:

All parking, mechanical equipment, and trash services have been designed to meet or exceed all standards of the PUD and Town's UDO.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:

The Ice Sports Complex has been designed to meet or exceed all standards of the State of NC, the PUD and Town's UDO.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:

Yes, the Carolina Springs development and the Town have adequate facilities described above to meet the use of the Ice Sports Complex.

- (9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:

Yes, the Ice Sports complex provides all the required screening and landscaping to ensure the public and adjoining properties have minimal impact.

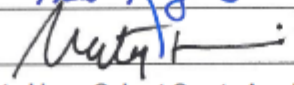
- (10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:

All these items have been taking into consideration and will no adverse impacts on the community.

Certificate of Completion

I certify that all information presented in this application is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Planning Board, Town Council, and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant:  Date: 6/17/20

Signature of Owner:  Date: 6.17.20

Marty Linn - Calvert Sports Academy & Development Center, LLC

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Email: dick.sears@hollyspringsnc.us

Part 2: Variance (20-VARTC-03) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPW Appendix #A.16
Supplement #14
April 2018



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**
 - With the building height of 72 feet and length of 722 feet this would be overpowering to pedestrians. Breaking up the building with different angles and distances from the setback will provide a more inviting pedestrian experience. This will enable more public engagement by providing more outdoor seating and gathering areas.
- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**
 - The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.)
- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**
 - The PUD didn't take into consideration the size and scale of the proposed building.
- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**
 - We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

For DPZ Use only

Project # 20-VARTC-03

Date Received:

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: Trent Rogers

Date: 6/16/20

Signature of Owner: Marty Linn

Date: 6.16.20

Marty Linn - Calvert Sports Academy & Development Center

Office of the Mayor

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Email: dick.sears@hollyspringsnc.us

Part 3: Variance (20-VARTC-04) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
**VARIANCE OF DEVELOPMENT STANDARDS
FINDINGS OF FACT**

DFM Appendix #A.16
Supplement #14
April 2018



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information

Project Name: Calvert Sports Academy and Development Center

Findings of Fact

A petition for Variance of Development Standards may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

For DPZ Use only

Project #: 20-VARTC-04

Date Received:

- (1) **Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**

With the building height of 72 feet and length of 216 feet this would be overpowering to pedestrians.

- (2) **The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**

The Calvert Ice Sports complex is considered an Icon building and will be providing many services to the community. The building size is unique to the Innovation District (approx. 272,044 sq ft with an approx. building height of 72 ft.) The building fronts Carolina Springs Blvd. along a curve and the road pulls away from the building resulting in the facade being located further than the maximum 20 foot setback.

- (3) **The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**

The PUD didn't take into consideration the size and scale of the proposed building.

- (4) **The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**

We believe we are meeting the spirit and intent of the ordinance by limiting the amount the building facade so close to the public ROW. The building and site will be providing a formal grand entrance with planting, water features, and public gathering places in lieu of meeting the 50% coverage requirements

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Board of Adjustment and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: *Thant Rogers*

Date: 6/16/20

Signature of Owner: *Marty Linn*

Date: 6.16.20

Marty Linn, Calvert Sports Academy & Development Center

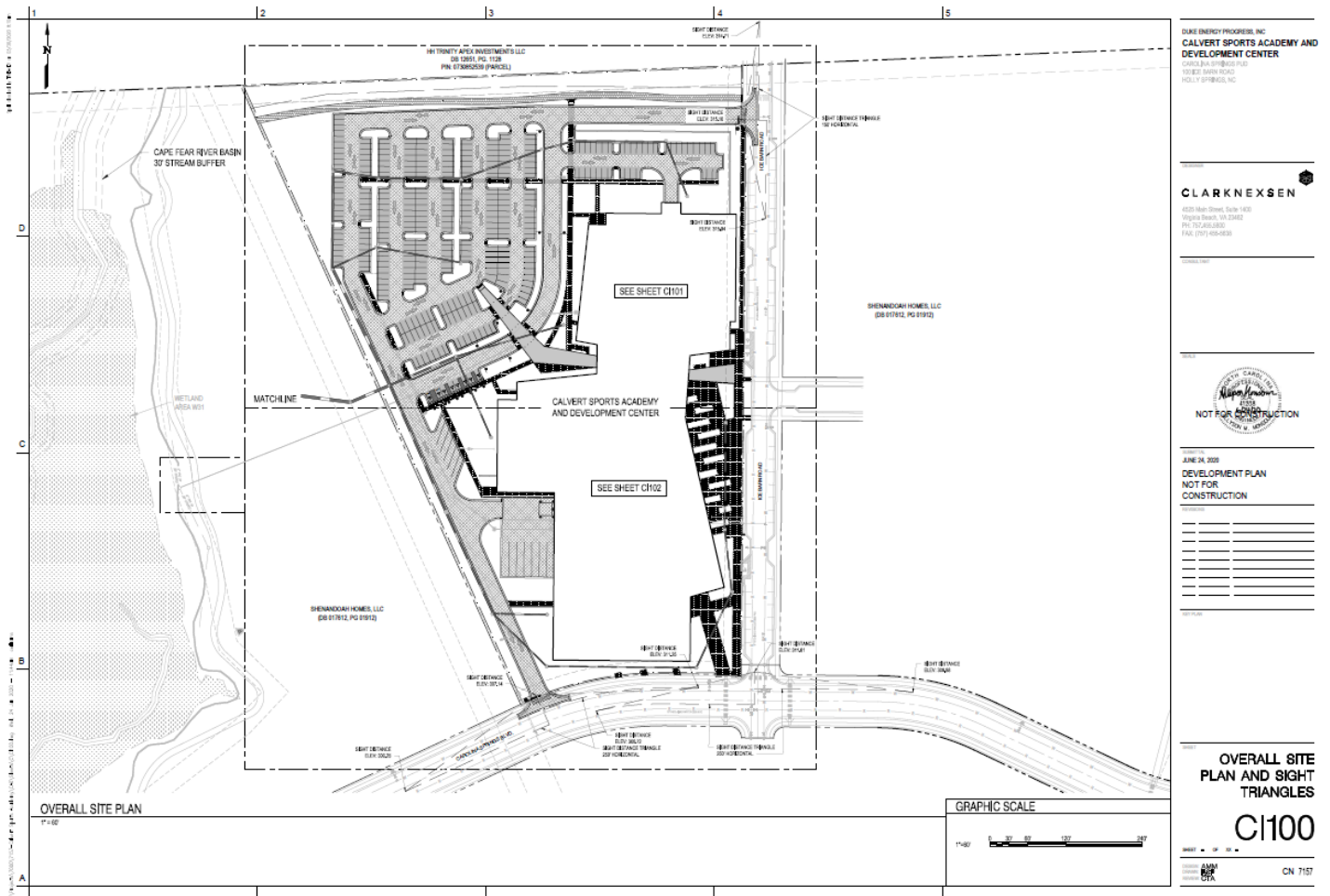
RESOLUTION EXHIBIT B

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Email: dick.sears@hollyspringsnc.us

SITE PLANS & ELEVATIONS



RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

Part 1: Special Exception Use (20-SEU-04)

X No additional findings

Part 2: Variance (20-VARTC-03)

X No additional findings

Part 3: Variance (20-VARTC-04)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

Part 1: Special Exception Use (20-SEU-04)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-04.

Part 2: Variance (20-VARTC-03)

1. This Variance shall only apply to 20-DP-06 Calvert Sports Academy and Development Center

Part 3: Variance (20-VARTC-04)

1. This Variance shall only apply to 20-DP-06 Calvert Sports Academy and Development Center

March 20, 2020

Rachel Jones, EI
Town of Holly Springs
Rachel.jones@hollyspringsnc.us
(919) 577 - 3161

Subject: Carolina Springs Trip Generation and Roadway Improvement Phasing Memo
Holly Springs, North Carolina

Dear Ms. Jones

This letter provides phasing of the trip generation and improvements proposed for the Carolina Springs development through the initial known phases of construction. Ramey Kemp Associates (RKA) completed a Traffic Impact Analysis (TIA) for the proposed Carolina Springs development in March 2019 and prepared a phasing assessment for the agreed upon roadway improvements in April 2019 which outlined the trip thresholds triggering each roadway improvement. As part of this phasing assessment, it was agreed that the Carolina Springs development would reassess the trip generation of each cumulative phase throughout the buildout. Subsequent trip generation / phasing letters will be provided as the development is built out, which may include traffic counts to verify the trips being generated by the development. Additional capacity analysis may also be completed in the future to determine the need for the required improvements through buildout. The traffic improvements and phasing proposed in this letter are based on anticipated traffic demands by the proposed development. Additional improvements may be constructed at an earlier date, as decided by the Client.

Per coordination with the project team, the Carolina Springs development phasing was determined and broken down into intermediary phases. A cumulative summary of the proposed density by completion of each phase of buildout is below:

- Phase 1:
 - 65 single family homes
 - 24 townhomes
- Phase 2:
 - 74 single family homes
 - 111 townhomes
 - Calvert Sports Academy / Iceplex
- Phase 3:
 - 80 single family homes
 - 168 townhomes
 - Calvert Sports Academy / Iceplex

- Phase 4:
 - 97 single family homes
 - 274 townhomes
 - Calvert Sports Academy / Iceplex
- Phase 5:
 - 97 single family homes
 - 322 townhomes
 - Calvert Sports Academy / Iceplex

Trip Generation

Through Phase 5, the proposed development is anticipated to consist of a total of 97 single family homes, 322 townhomes, and the Calvert Sports Academy / Iceplex. To better account for the phased buildout proposed by the development, the trip generation and roadway improvements were also phased. Average weekday daily, AM peak hour, and PM peak hour trips for the development were estimated using methodology contained within the *ITE Trip Generation Manual*, 10th Edition.

Due to the unique nature of the Calvert Sports Academy / Iceplex, the trip generation was determined through coordination with the Client regarding the proposed uses / anticipated tenants / classes expected during a typical weekday. After construction is complete on the Iceplex and the facility is operational and at a normalized operation, it is recommended that updated traffic counts be conducted at the site driveways to determine actual development trip generation, and the phasing be revisited prior to the next phase of roadway improvements by the proposed development. Table 1 provides a detailed summary of the assumptions and methodology used to determine the trip generation potential for the Iceplex site. The assumptions included in this table have been reviewed and approved by Town of Holly Springs (Town) staff. Tables 2-6 provide a summary of the total trip generation potential of phases 1-5 for the site.

Table 1: Trip Generation – Calvert Sports Academy / Iceplex

User	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
		Enter	Exit	Enter	Exit
Academy Students (150 total students)	300	--	--	30	30
Teachers / Counselors / Admin	80	20	--	20	20
Management Staff	34	12	--	10	12
Operations Staff	50	10	--	15	10
Coaches / Trainers	60	10	--	20	10
Building Personnel / Security	26	8	--	5	8
General Public	500	20	20	50	50
Athletes / Fans					
Hockey	250	25	25	25	25
Figure Skaters	200	20	20	20	20
Adults	400	40	40	40	40
Training	150	15	15	15	15
Total	2,050	180	120	250	240

It is estimated that the proposed Calvert Sports Academy / Iceplex will generate approximately 2,050 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 300 trips (180 entering and 120 exiting) will occur during the weekday AM peak hour and 490 (250 entering and 240 exiting) will occur during the weekday PM peak hour. These trip generation estimates are likely conservative (high); however, the actual trip generation can be counted when the facility is full operational.

Table 2: Trip Generation – Phase 1 (Residential)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	65 Homes	700	13	38	42	25
Multifamily Housing (Low-Rise) (220)	24 Units	140	3	9	11	6
Total		840	16	47	53	31

It is estimated that phase 1 of the proposed development will generate approximately 840 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 63 trips (16 entering and 47 exiting) will occur during the weekday AM peak hour and 84 (53 entering and 31 exiting) will occur during the weekday PM peak hour.

Table 3: Trip Generation – Phase 2 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	74 Homes	790	14	43	48	28
Multifamily Housing (Low-Rise) (220)	111 Units	800	12	41	41	24
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		3,640	206	204	339	292

It is estimated that phase 2 of the proposed development will generate approximately 3,640 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 410 trips (206 entering and 204 exiting) will occur during the weekday AM peak hour and 631 (339 entering and 292 exiting) will occur during the weekday PM peak hour.

Table 4: Trip Generation – Phase 3 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	80 Homes	850	16	46	52	30
Multifamily Housing (Low-Rise) (220)	168 Units	1,230	18	60	59	35
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		4,130	214	226	361	305

It is estimated that phase 3 of the proposed development will generate approximately 4,130 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 440 trips (214 entering and 226 exiting) will occur during the weekday AM peak hour and 666 (361 entering and 305 exiting) will occur during the weekday PM peak hour.

Table 5: Trip Generation – Phase 4 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	97 Homes	1,010	19	55	62	37
Multifamily Housing (Low-Rise) (220)	274 Units	2,030	29	95	91	54
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		5,090	228	270	403	331

It is estimated that phase 4 of the proposed development will generate approximately 5,090 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 498 trips (228 entering and 270 exiting) will occur during the weekday AM peak hour and 734 (403 entering and 331 exiting) will occur during the weekday PM peak hour.

Table 6: Trip Generation – Phase 5 (Residential and Calvert Sports Academy)

Land Use (ITE Code)	Intensity	Weekday Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Homes (210)	97 Homes	1,010	19	55	62	37
Multifamily Housing (Low-Rise) (220)	322 Units	2,390	33	112	105	62
Calvert Sports Academy (n/a)		2,050	180	120	250	240
Total		5,450	232	287	417	339

It is estimated that phase 5 of the proposed development will generate approximately 5,450 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 519 trips (232 entering and 287 exiting) will occur during the weekday AM peak hour and 756 (417 entering and 339 exiting) will occur during the weekday PM peak hour.

Recommended Roadway Improvements

Per the phasing traffic assessment prepared on April 10, 2019, roadway improvements are recommended at approximately 10%, 25%, and 50% buildout of the proposed development, based on the number of trips generated by the development. A breakdown of the approximate phasing threshold for these improvements are below.

- 10% -- 2,600 Daily Trips, 150 Weekday AM Peak Hour Trips, 240 Weekday PM Peak Hour Trips
- 25% -- 6,500 Daily Trips, 350 Weekday AM Peak Hour Trips, 600 Weekday PM Peak Hour Trips
- 50% -- 13,000 Daily Trips, 750 Weekday AM Peak Hour Trips, 1,200 Weekday PM Peak Hour Trips

Based upon these TIA thresholds, it is recommended that the improvements below be constructed prior to the newly proposed phasing thresholds. These more accurately reflect the thresholds / timing of construction, as

proposed by the project team. Additional improvements may be constructed at an earlier date, as decided by the Client.

- Phase 1: 65 single family homes, 24 townhomes
 - Driveway improvements are recommended prior to first CO of this phase.
- Phase 2: 74 single family homes, 111 townhomes, Calvert Sports Academy / Iceplex
 - 10% and 25% buildout improvements are recommended prior to first CO of this phase. It is recommended that the need for signalization be monitored after construction and normalized operations have begun at the Calvert Sports Academy / Iceplex facility.
- Phase 3: 80 single family homes, 168 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 4: 97 single family homes, 274 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 5: 97 single family homes, 322 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.

Conclusion

This letter provides a phasing assessment of the roadway improvements necessary for phases 1-5 of Carolina Springs Residential and the Calvert Sports Academy / Iceplex facility. This phasing provides an updated look at the improvements necessary, as outlined in the April 2019 phasing assessment. A summary of the recommended roadway improvements / thresholds are below:

- Phase 1: 65 single family homes, 24 townhomes [Driveway Improvements only]
 - Construct Site Drive #1 as a stop controlled southbound approach with one ingress lane and one egress lane.
 - Construct an additional through lane along the site frontage. The additional through lane may be striped as a right-turn only lane until additional driveways or widening is completed west of the driveway.
 - Construct Woodfield Dead End Road as a stop controlled southbound approach with one ingress lane and one egress lane.
- Phase 2: 74 single family homes, 111 townhomes, Calvert Sports Academy / Iceplex [10% and 25% Buildout Improvements]
 - Construct East-West Connector with two (2) egress lanes (one full length right-turn lane and one left-turn lane with a minimum of 200 feet of full width storage and appropriate deceleration and taper) and two (2) ingress lanes.
 - Construct a westbound right-turn lane on Old Holly Springs - Apex Road at East-West Connector with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
 - Construct an eastbound left-turn lane on Old Holly Springs - Apex Road at East-West Connector with a minimum of 200 feet of full width storage and appropriate deceleration and taper.
 - Construct an eastbound right-turn lane on Woods Creek Road at Old Holly Springs - Apex Road with a minimum of 300 feet of full width storage and appropriate deceleration and taper.

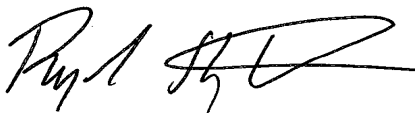
- Construct a northbound right-turn lane on Old Holly Springs – Apex Road at Woods Creek Road with a minimum of 300 feet of full width storage and appropriate deceleration and taper.
- Construct a westbound left-turn lane on Old Holly Springs – Apex Road at Woods Creek Road with a minimum of 600 feet of full width storage and appropriate deceleration and taper.
- Monitor the intersection of Old Holly Springs – Apex Road and NC-540 Eastbound Ramps for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Monitor the intersection of Old Holly Springs – Apex Road and East-West Connector for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Monitor the intersection of Old Holly Springs – Apex Road and Woods Creek Road for signalization after the opening of the Calvert Sports Academy / Iceplex facility and install once warranted and approved by NCDOT.*
- Phase 3: 80 single family homes, 168 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 4: 97 single family homes, 274 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.
- Phase 5: 97 single family homes, 322 townhomes, Calvert Sports Academy / Iceplex
 - No new off-site roadway improvements recommended.

*Due to the unique nature of the Calvert Sports Academy / Iceplex facility, monitoring for the need for signalization is not recommended until after the opening of the proposed facility and normalized operations have begun. Projection of signal warrants for a unique facility such as this is not recommended for signalization.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

Ramey Kemp & Associates, Inc.



Rynal Stephenson, P.E.
Director of North Carolina

NC Corporate License # C-0910

cc: Stephen Dorn, Lennar
Ed Tang, Withers Ravenel
Marty Linn, Calvert Ice Sports
Trent Rogers, ClarkNexsen



Attachments: April 2019 Phasing Assessment

April 10, 2019

Kendra Parrish, PE
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540
P: 919-557-3938
E: kendra.parrish@hollyspringsnc.us

Subject: Carolina Springs Off-Site Improvements Phasing Assessment
Holly Springs, North Carolina

Dear Ms. Parrish:

This letter presents an assessment of phasing of the off-site roadway improvements required for the Carolina Springs development. The final required roadway improvements are shown in the TIA report dated 3/28/19. Phasing of the development is not known and build out will be determined based on market conditions. The development includes a mix of residential and commercial uses. Since the build out of the development can vary greatly, this assessment provides an initial evaluation of transportation improvement phasing and relates the phasing to a number of trips generated by the development.

As the development phases build out, it is likely that an updated assessment of the trip impacts will be required to evaluate the need for roadway improvements based on the exact land uses to be constructed. There are several other developments in the area that may contribute to traffic increases in the future. Since the build out of these other developments are unknown, this assessment considers the trip impacts of Carolina Springs on the existing intersections.

Transportation improvements required for each intersection are listed below along with an assessment of development phasing that may warrant the improvement.

Bennet Knoll Parkway / Old Holly Springs – Apex Road and Old Holly Springs – Apex Road

- Signal timing modifications.
- Construct an eastbound right-turn lane with a minimum of 500 feet of storage

Phasing: These improvements would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

Bennet Knoll Parkway and NC 55

- Provide fee-in-lieu for an additional eastbound right-turn lane with a minimum of 300 feet of storage

Phasing: This would be recommended at approximately 50% of the build out of the development.

NC 540 Eastbound Ramps and Veridea Parkway

- o Restripe the southbound approach to provide dual through lanes.
- o Restripe the westbound approach to provide dual left turn lanes with approximately 600 feet of storage
- o Construct an additional southbound receiving lane to extend to Old Holly Springs – Apex Road (approximately 2,800 LF)

Phasing: These improvements would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

- o Monitor for signalization and install when warranted and approved by NCDOT or when the dual left turn lanes are provided on the off-ramp.

Phasing: This improvement will be reevaluated with each phase of development. It is anticipated that the signal would not be warranted before approximately 25% of the build out of the development.

Old Holly Springs – Apex Road and Woods Creek Road

- o Construct two additional northbound right-turn lanes with a minimum of 300 feet of storage
- o Construct two additional westbound left-turn lanes, one with full length storage and one with a minimum of 600 feet of storage

Phasing: The ultimate improvements would not likely be necessary until approximately 50% of the build out of the development. It would be recommended to construct one northbound right turn lane and one westbound left turn lane prior to adding approximately 10% of site trips on a new driveway connection west of the intersection.

- o Restripe the southbound receiving lane to provide two travel lanes for approximately 1,200 feet.

Phasing: This improvement would be recommended with approximately 50% of the build out of the development. This percentage of build out equates to approximately 13,000 daily trips, 750 AM peak hour trips, and 1,200 PM peak hour trips.

- o Monitor for signalization and install when warranted and approved by NCDOT

Phasing: This improvement will be reevaluated with each phase of development. The signal would not be warranted before a site access is constructed west of this intersection that will increase eastbound through traffic on Woods Creek Road.

- o Construct an eastbound right-turn lane with approximately 300 feet of storage

Phasing: This improvement would be recommended with approximately 25% of the build out of the development. This percentage of build out equates to approximately 6,500 daily trips, 350 AM peak hour trips, and 600 PM peak hour trips. The right turn lane would not be warranted before a site access is constructed west of this intersection that will increase eastbound right turns.

Holly Springs – Apex Road and New Hill Road

- o Signal timing modifications.

East-West Connector and Veridea Parkway

- o Construct two egress lanes on the southbound approach (one full length right-turn lane and one left-turn lane with a minimum of 200 feet of storage and appropriate decel and taper).
- o Construct two ingress lanes.
- o Construct a dedicated westbound right-turn lane with a minimum of 100 feet of storage
- o Construct an additional westbound through lane to extend from the NC-540 interchange to Woods Creek Road to the west.
- o Construct dual eastbound left-turn lanes, one with full length storage and one with approximately 200 feet of storage

o Monitor for signalization and install a traffic signal when warranted and approved by NCDOT

Phasing: These improvements would likely be done when the East-West Connector is constructed to intersect Veridea Parkway. Pavement for the additional westbound through lane and dual eastbound left turn lanes may be constructed initially but not striped for travel until future phases of development.

Woods Creek Road and East-West Connector

- o Construct the westbound approach with one ingress lane and one egress lane.
- o Install stop-control for the westbound approach.
- o Construct a southbound left-turn lane with a minimum of 75 feet of storage
- o Construct a northbound right-turn lane with full length storage.

Phasing: These improvements are anticipated to be constructed when the East-West Connector is constructed at this intersection.

Woods Creek Road and Site Drive #1

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #1 is constructed. The additional through lane may be striped as a right turn only lane until additional driveways or widening is completed west of the driveway.

Woods Creek Road and Site Drive #2

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #2 is constructed. The additional through lane may be striped as a right turn only lane until additional driveways or widening is completed west of the driveway.

Woods Creek Road and Woodfield Dead End Road

- o Construct the stop-controlled southbound approach with one ingress lane and one egress lane.
- o Construct an additional through lane along the site frontage.

Phasing: These improvements are anticipated to be constructed when Site Drive #2 is constructed.

Conclusions

This letter provides an estimated phasing assessment of required transportation improvements for the development. This study provides a guide on when future improvements may be necessary; however, the phasing schedule of the development is unknown and will likely change in the future as the project builds out.

Many roadways in the study area (Veredia Parkway, Woods Creek Road, and NC 540) do not currently carry high traffic volumes, and these roadways will be utilized mostly by the proposed development. Since the current traffic volumes are low, there is significant capacity available on these roadways to carry development trips. There are several other developments in the area that could add traffic to the roadways or make improvements; however, the schedule for these developments is unknown. This phasing assessment considers impacts only of the proposed Carolina Springs development.

The completion of NC 540 in this area will likely change traffic patterns at some study intersections. As the development build out, it will be necessary to reevaluate traffic impacts with each phase of development. This

could require updated traffic counts at some intersections which would include any other development trips or changes in traffic patterns due to completion of other transportation improvements.

If you should have any questions, please feel free to contact me at (919) 872-5115.

Sincerely,

Ramey Kemp & Associates, Inc.



Rynal Stephenson, P.E.
Regional Manager

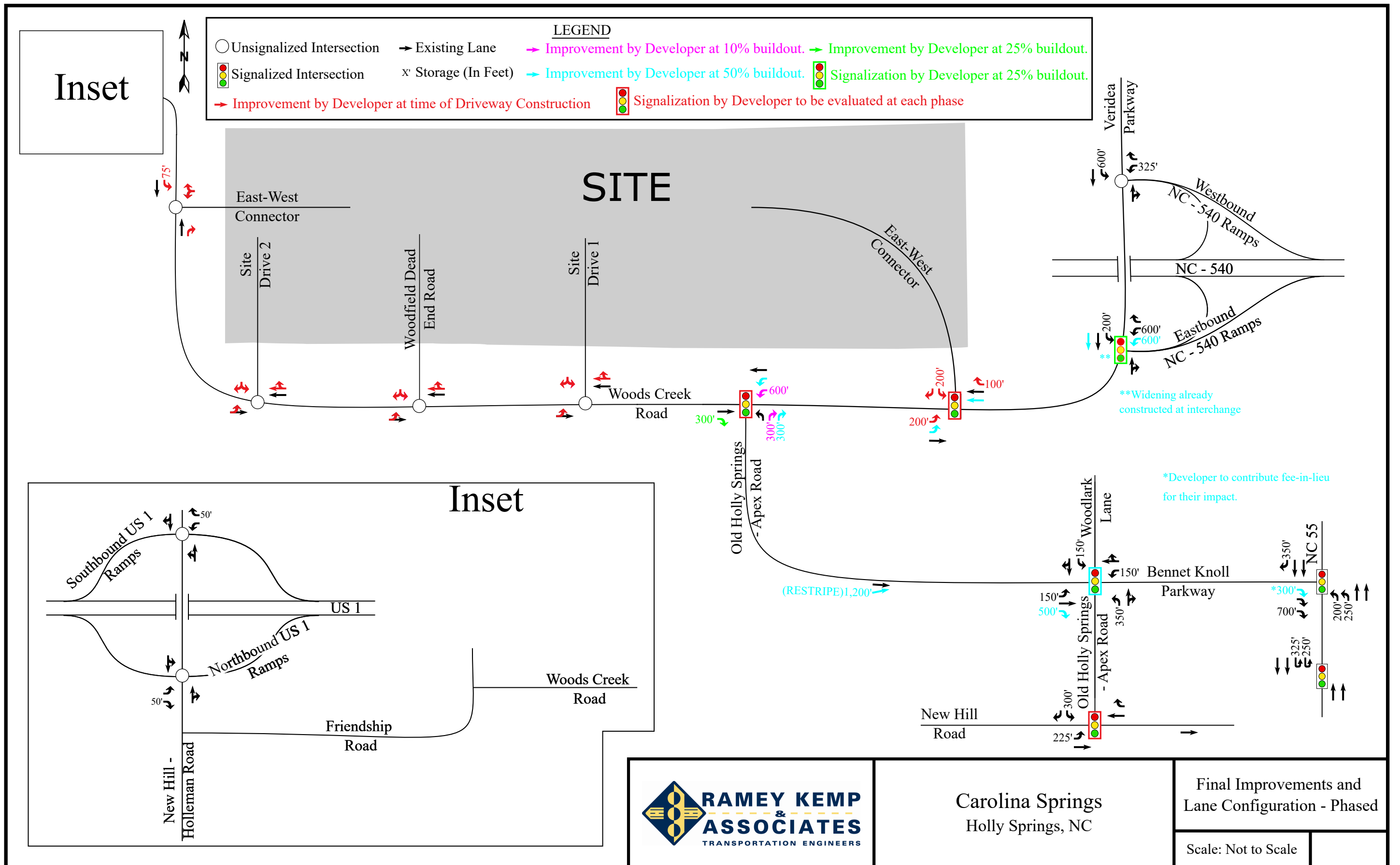


NC Corporate License # C-0910

4-10-19

Attachments: Final Improvements and Phased Lane Configuration Figure

cc: Rachel Jones, Town of Holly Springs
David Stallings, Shenandoah Homes





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Approve the minutes of June 16, 2020 and June 22, 2020 Business Meetings.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's business meetings held June 16, 2020, and June 22, 2020.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please call the Town Clerk at 919-557-3900 in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):

N/A

Attachment(s):

1. 6.16.20 minutes - draft
2. 6.22.20 Minutes - draft



June 16, 2020

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 16, 2020 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the mayor and five Council members were present as the meeting opened.

Council Members Present: Mayor Sears, Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communication and Marketing*; Jeff Wilson, *Director IT*; Gina Clapp, *Director of Planning & Zoning*; Sean Ryan, *Planning*; Melissa Sigmund, *Planning & Zoning*; Rachel Jones, *Engineering*; Tim Athy, *Engineering*; LeeAnn Plumer, *Director Parks and Recreation*;

Staff Members Present via video conferencing: Cassie Hack, *Director Communications and Marketing*; Tamara Ward, *Communications and Marketing*; Patty Dressen, *Interim Director of Finance*; Kendra Parrish, *Director Engineering*; Irena Krstanovic, *Director Economic Development*; Jessica McMillan, *Interim Police Chief*; and Leroy Smith, *Fire Chief*, Matthew Mutter, *IT*, Kathy White, *Town Deputy Clerk*.

2. and 3. The pledge of allegiance was recited followed by an invocation by Pastor Marcus Williams of Douglas Chapel AME Zion Church.

4. Agenda Adjustment: The June 16, 2020 meeting agenda was adopted with changes, if any, as listed: none.

Motion by: Berry

Second by: McGrath

Vote: Unanimous

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: Seven emails in opposition to the Overlook Townhomes project; and one email in support of the Village Gate project; and two emails with demands for police reform. *Copies of these emails are attached to these minutes.*

5. Parks and Recreation Month Proclamation

Lee Ann Plumer, Parks and Recreation Director said that this year's theme is "We are Parks and Recreation." She said that over the past few months, the Parks and Recreation Department has received many comments from the community regarding being able to get out and enjoy the parks, and being able to take virtual yoga and other virtual classes. She read a few comments from residents.

Mayor Sears presented her with a Proclamation naming July Parks and Recreation Month in Holly Springs.

6. Tree Advisory Committee 2019 Annual Report, Arbor Day Proclamation, and Tree City USA Award Presentation

Rachel Wood, Tree Advisory Committee (TAC) gave a report on the Committee's 2019 activities. This report was delayed due to COVID-19. She said the reason for the committee was the Town was seeking Tree City USA designation. She outlined the responsibilities of the committee. She spoke about activities the TAC participated in over the last year including work on the Tree Ordinance, appearances at Holly Fest, planning the Arbor Day event, and guiding the planting of street trees. In the fall, the Street Tree Infill program planted 21 trees of 4 species in established neighborhoods. Ms. Wood then gave a preview of activities already held or planned for 2020, including a pruning class, the first Arbor Day tree planting, working on the tree ordinance with the Planning Department, planning a tree identification program at Bass Lake Park, and expanding the Discovery Program to include a unit on trees.

Gina Clapp, Director of Planning and Zoning, introduced Mr. Andrew Pleninger, Program Head of Community and Urban Forestry with the NC Forest Service.

Mr. Pleninger said it was a pleasure to be here, virtually, to celebrate the role trees play in protecting our health and to present the Tree City USA award. Holly Springs is one of 81 municipalities in NC to receive this recognition. He gave the history of the Tree City USA program. He said awards are presented annually to cities and towns that meet the 4 criteria. Holly Springs has met these criteria. He presented the Council with Holly Springs' Tree City USA designation.

Gina Clapp said that we had received two street signs designating the Town as a Tree City USA, and a Tree City USA flag. She thanked the Council for all of its support over the past years to make this possible.

Mayor Sears proclaimed Arbor Day in Holly Springs.

7. Public Hearing: Overlook Townhomes A: 19-DP-19 / 19-SEU-11 / 20-WAV-12

Sean Ryan, Planning & Zoning, said the purpose of this item was for Council to consider a Development Plan, Special Exception Use, and associated Waiver for Overlook Townhomes Site A. He showed the location of the proposed development at the intersection of Avent Ferry Road and Holly Meadow Drive. He explained what the Mixed-Use Option is meant to allow: integrated uses, with unique and innovative design and pedestrian friendly features. He said that the proposed site is designated as Neighborhood Center on the Land Use and Character Plan. Neighborhood Centers are meant to be small scale, provide goods and services to surrounding neighborhoods. They may include a residential component, although they are meant to be mostly commercial. Current zoning is LB Local Business. The developer is proposing a land use mix of 22.7% commercial and 77.3% residential, with 22 townhomes (5 units per acres) and 6,600 sq. ft. of commercial building. The landscape plan submitted is requesting a waiver of the 25% hardwood tree requirement between the property and the houses on Shorehouse Way and Holly Glen Court. The plan calls for opaque screening along Holly Meadow Dr. and open screening along Avent Ferry Rd. Portions next to residential zoning require opaque screening, and those on commercial or thoroughfare require open screening. No elevations have been submitted at this time. If Council approves this, staff recommends a condition of approval that the elevations come back to Town Council for review and approval.

Rachel Jones, Engineering, said that there are water and sewer connections available to the site. A Traffic Impact Analysis (TIA) was done and the intersections studied were Avent Ferry at Holly Meadow Dr.; Avent Ferry at Capeside Ave.; Avent Ferry at Ralph Stephens Rd.; and Cass Holt Rd. at Honeycutt Rd. A signal was warranted at Holly Meadow Drive and Avent Ferry Road to meet the TIA requirements as well as safety requirements. The developer is committed to design and install the signal but is not committing to pay for the entire cost. The design and construction of the signal at Holly Meadow Drive would be completed with the first phase of the development. This traffic signal would require financial partnership between the Developer and the Town in order to fulfill the TIA requirements. The Developer is willing to pay 19% of the \$317,000 cost of the signal

(or \$60,230), 35% (\$110,950) is expected to be paid by other development, leaving 46%, or \$145,820 as the Town's responsibility. Should Council vote to approve, that signal would need to be installed.

Thomas Urquhart, Planning Board said that the Planning Board discussed the following issues and concerns on April 28, 2020:

- Concerns about additional traffic and the need for a stop light;
- The breakdown between the area of commercial vs. residential; there is not enough commercial;
- If the project is best suited for this site;
- If the project is innovative enough;
- If the project is consistent with the new Land Use Plan and the goals for neighborhood centers;
- Why the tree preservation area needs a waiver.

On the UDO Wavier for the Tree Preservation Area, the Planning Board recommended denial with a vote of 4-5-0. Those voting against the motion were Mr. Brady, Mr. Crandall, Ms. Patterson, Mr. Stuckey, and Mr. Urquhart.

On the Special Exception Use and Development Plan the Planning Board recommended denial unanimously with a vote of 0-9-0. The reasons for voting against were:

Ms. Rybak: concerns about traffic and the preference for more commercial;

Mr. Carpico: agreed with the board comments;

Mr. Brady: project not the best use for this location;

Mr. Crandall: lack of innovation, and the proposed commercial/residential mix;

Mr. Deshazor: traffic, lack of innovation, and proposed commercial/residential mix;

Mr. Madoni: does not fit with new land use plan designation;

Ms. Patterson: proposed use is not the best location;

Mr. Stuckey: project not the best use for this location;

Mr. Urquhart: supports the Technical Review Committee recommendation for more commercial.

Councilman McGrath asked the exact distance from the closest townhome to the closest lot line. Mr. Ryan said he did not have the exact distance, but showed on the map where the closest residential lots are, and the place where the 30 foot buffer would be. On the north side, the buffer is greater than 20 feet, and is closer to 30 feet on the Holly Meadow side. MPT Berry asked if setbacks had to follow the commercial requirements. Mr. Ryan said that the setbacks come from the mixed-use option, which reduces the setback requirement from 30 feet to 10 feet. The applicant has not reduced the setback along Shorehouse Way or Holly Meadow, but has reduced them on Avent Ferry.

Councilman McGrath asked for clarification on the Comprehensive Transportation Plan, when Avent Ferry Road would be expanded to a 4 lane all the way to the southern Holly Meadow intersection (not the one close to Capeside). Ms. Jones said that Phase 2 of the road widening is from Ralph Stevens Road to Cass Holt Road. Staff is in discussion with DOT to extend this length, but has not been successful at this time. Even construction to Cass Holt Road is 3 years off. Beyond that, there is no timeline.

With that explanation given, Mayor Sears opened the public hearing. The following input was received: sworn affidavits in opposition to the project were received from 19 residents, and a notarized letter in opposition from one resident. *Copies of these affidavits are attached to these minutes.*

Mr. Michael Blakley, 6728 Carbonton Rd. Sanford, NC, of J. Thomas Engineering, Inc. said they asked to wait to submit the elevations because they have 5 builders interested in doing this project. One of the potential developers has provided them with the elevation shown on the slide,

which does not meet the Town requirements, and a building that was approved for this site 10 years ago for this site. These are to give Council an idea of what type of building might be presented. He said that they are collaborating with Children's Lighthouse developer to install the signal. He said that this plan was a transition between commercial use and single family homes. He said that they looked at the Neighborhood Center use, and they came up with a plan based on the market and what they could sell. They went from having townhomes as the main use, to adding some light commercial. They think that would be a good transition.

Mr. Blakley said the plan for Site A is a 6,600 sq. ft. office / commercial space, with the more intensive uses being services for the community, and 22 single family townhomes. The access would be off of Shorehouse Way, and there would be sidewalk interconnectivity and recreation areas with intermingling of mixed uses between cross-access parking, and the mail kiosk on the commercial side. He said there would be sidewalks on Avent Ferry and along Holly Meadow Drive. He said that the water supply would be adequate. They have agreed to install a stub to Children's Lighthouse for sewer. He said the project would offer the public safety improvements of a signalized intersection at Holly Meadow Dr. and Avent Ferry Rd., of which the developer would pay 18%, and eliminating left turns at Cape Side Drive with the use of medians. He said that both of those intersections were identified as failing in the TIA. He said that Capeside is a dangerous intersection. He said their impact on Capeside was below the TIA requirements. They propose to limit left turns out of Capeside by installing medians with a "pork chop island." He said that limiting movement on Capeside will impact other intersections, and there will be only 5 to 8 cars per day that would be redirected through the neighborhood. He said that he heard there was no funding for the Town to fix this intersection, so they propose to finance the signal for the Town.

Mr. Blakley said they were currently working on a developer agreement to finance the 47% that is lacking on the signal. Regarding the waiver for the tree preservation area, he said that the two parcels were previously timbered, so there are mostly pines and any hardwoods existing are not big enough to meet the tree ordinance requirements. They are picking the location of the tree preservation area to make the best screening and then they will plant additional trees to meet the requirement.

Councilwoman Kelly asked where the amenities for the townhomes were on this plan. Mr. Blakley said there is a patio next to the commercial building, and green areas with benches along the back. The benches around the stormwater retention can be used by both the commercial and the townhomes. Councilwoman Kelly asked what would stop people from going to use Holly Glen facilities since there are no playgrounds. Mr. Blakley said the demographic for the townhomes will be adults with no children - empty nesters, newly marrieds, etc. Councilwoman Kelly asked him why he said that. Mr. Blakley said that most people go into townhomes for starter homes. Most townhome people do not have kids. These are not intended for large families. Councilwoman Kelly asked if there was room for 2 cars. Mr. Blakley said there would be room for one car in the garage and one car in the driveway. Guest parking would be on the street, and in additional spaces on the commercial area that are shared.

Councilwoman Kelly asked how he determined that only 5 cars would go through the neighborhood, because that seemed like a low estimate.

Jeff Hochanadel, Timmons Group, said the TIA was done by them. He said Mr. Blakley misspoke about the number of cars. They are looking at traffic for 43 units, combining sites A and B. Incoming AM peak hours would be 5 trips; outgoing vehicles would be 16, for a total of 21 trips at AM peak. PM peak hour incoming is 18 trips, outgoing is 10 trips for a total of 28 trips at PM peak. The formula they used is from the 10th edition of the Institute of Transportation Engineers Trip Generation Manual, which is the manual required by NCDOT. That is for Phase 1, just the residential portion. For the commercial portion there would be a few more trips. Incoming AM total, including commercial and residential, 104 in, 77 out, which is 181 AM peak total. PM peak hours incoming 61, 59 out, which is 120 PM peak total. Not all those trips are heading towards Capeside. Traffic would be split between Capeside and Holly Meadow. He said he also wanted to make a correction on the percentage impact of this proposed project. It was calculated at 18%, but it takes into account trips currently turning left from Capeside, which would be redirected to Holly Meadow.

MPT Berry pointed out that Holly Springs is pretty passionate about trees. He said that they saw the Tree City USA presentation at the beginning of this meeting. The Staff Report indicates that there are adequate hardwoods on the lot. He asked if the developer provided a sample. Mr. Blakley said that they did. The most prominent tree area was the low point of the site where the stormwater control pond is. He said they couldn't keep the trees and meet the stormwater regulations. Even if this site is developed all commercial, the stormwater control would have to be in that location. They wanted to use the buffering ability of the tree preservation area on the single family home side so they put the tree preservation area there. They are agreeing to plant trees to meet the 25% hardwood requirement. It was a site limitation issue.

Councilman McGrath asked when the lot was timbered. Mr. Blakley said it was timbered twelve years ago. Mr. Blakley said that the Neighborhood Center requirements could not be met on a site this size, because the two sites are divided, rather than one 9 acre site.

Mayor Sears said that before he called people to testify, if their testimony was strictly for site A or site B, to please say so, and if anyone has already heard what they wanted to say said by someone else, they could pass.

Mark McLaws, 200 Shorehouse Way, said his comments speak to both Site A and Site B. His objections are to the Findings of Fact claiming that the proposed use will not be injurious to the public safety, health, comfort, convenience, and general welfare, or will not adversely affect adjacent property values. The developer's argument is that it is in keeping with the neighborhood, and that doesn't speak to safety, comfort or moral standards. This is adding 40 units to a neighborhood that has 80 houses. This is a 50% increase. They provided parking for 2 automobiles, but there are more than 2 cars per home in Holly Glen, and this means there will be on-street parking. There is not enough street parking, and there would not be adequate emergency vehicle access. The density would increase the traffic in such a manner that it would congest the streets and propose a risk to inhabitants. He said that parking will be congested to the point that it will spill over into Shorehouse and the stub road next to his property. This is not in keeping with the statement that it would not harm the comfort or convenience of the neighborhood. In addition, for Site B, the proposal to limit left turns from Capeside is not in keeping with how that intersection is currently used. He said that he spent some time observing traffic there. Of 84 cars he saw leaving the Overlook, 91% turned left. Forcing them to turn right is not in keeping with the applicants' claim that this project would not injure the comfort of the community. The traffic light is not fully funded, and that is where cars will go. Traffic currently backs up beyond the intersection at Holly Meadow when school is in session. People are not going to wait in a line like that, and will drive through the neighborhood. All the traffic from Sites A and B will empty out into Holly Meadow. A 50% increase in traffic is substantial for an intersection that is already backed up at peak hours. Right now, it is common knowledge that if you want to sell a house in the neighborhood, you instruct your realtor not to show it during peak traffic hours. This tells us that traffic is already affecting property values and this plan will exacerbate that problem. He asked Council to reject the proposal.

Matt Rennell, 425 Shorehouse Way, said that he moved here eight years ago. Prior to that he lived in a townhouse with his daughter and wife for three years. He is against turning this space from commercial to mixed-use. Traffic issues and the lack of left turn from Capeside will force all the traffic from the proposed townhomes, as well as the current residents to cut through the neighborhood. If the space is commercial only, traffic will be going in the opposite direction from neighborhood traffic at peak hours. Additionally, it would not require all traffic to be re-routed through the neighborhood. He is concerned about the impact to property values from the destruction of the tree buffer, and the safety of the children. The additional traffic will endanger children. Holly Glen is currently a safe neighborhood, and that is why his family moved there. The west side of town needs more commercial development. Townhomes will bring more children for schools that are already capped. Each of us who is speaking tonight is pleading with you to keep our property values from decreasing, our neighborhood streets from becoming high traffic areas,

and most importantly to keep our children safe. Please listen to your constituents and vote no on the Special Exception Use.

Scott Lindsay, 401 Shorehouse Way, said he was opposed to the proposal. The traffic pattern will negatively impact residents and other members of the community. He said that currently cars are frequently parked along Capeside, Shorehouse, and Oak Moss. Additional traffic and parked cars will cause difficulty getting through the neighborhood, block access for emergency vehicles, and prove dangerous for the neighborhood children.

Melissa McGahey, 205 Capeside Ave., said that the applicant claims that the design intent is to provide commercial and residential use in harmony with the surrounding community. They said the commercial use will be located at the front of the property next to the "bustling" Avent Ferry thoroughfare, which shows they are aware how busy these roads already are. Residents do not consider this in harmony with the surrounding community. The intersection of Holly Meadow and Shorehouse is the only school bus site for the neighborhood for several schools, including middle and high schools. The addition of these townhomes would add additional students to that bus stop. As a teacher, that is a concern to her. There are currently 80 homes in the Overlook section of Holly Glen. Increased traffic will negatively impact families. With the proposed changes at Capeside, all but a small portion of the residents will be forced to use Holly Meadow. On sheet C7, page 13 of the site plan for Site B, they note that for the Primrose exit, they will add an additional section to turn Primrose into right in right out, and that will also add additional traffic in the neighborhood. Development on this site without the realignment of Capeside and Cass Holt is a recipe for disaster. She said that they have had to teach their children to use safety flags at a signaled crosswalk. They are teaching their 16 year old to drive, and do not allow her to turn left at Capeside because it is so dangerous. The Town has spent many hours through the years to create development plans designed with specific zoning to help develop responsibly. In December of 2016 the Holly Glen community stood together to ask Council to maintain the current zoning surrounding their neighborhood, and not to add higher density homes. As mentioned in the special exemption, the townhomes would create a transition from higher density to lower density homes. Please maintain the current zoning, and avoid development that adversely affects our community. She said that "Interconnected development" in Holly Springs does not send traffic through neighborhood streets. Interconnected Neighborhood Centers should provide services to the neighborhood. This design does not do this. Please vote to maintain the current LB zoning.

Craig Ashby, 201 Highland Springs Lane, said he has lived in Holly Glen for 22 years and has seen a lot of changes in that time. He does not support either of these proposed developments. Given the population density on this side of town, given the existing and approved developments, the feasibility of evacuating in the event of an emergency is at best severely compromised, and if truth be told, nonexistent. The willful addition of yet more bodies and traffic into that already overburdened equation is in his opinion completely unpardonable, constituting as it does an unacceptable public safety risk. With an existing traffic signal at Cass Holt and Avent Ferry, a new signal at Holly Meadow and Avent Ferry is the last thing Avent Ferry needs. Avent Ferry needs to be 6 lanes, not 4 not 2, 6. Then perhaps we could dedicate one lane to the never ending procession of slow moving dump trucks that lumber up and down Avent Ferry on a daily basis. New developments mean construction traffic, plus the noise pollution and inconvenience associated with the construction itself, impacting the adjacent neighborhoods. Typically these considerations seem to be totally glossed over in the relentless pursuit of profit. He hopes that Council will reject both of these proposals.

Thomas Rushing, 416 Shorehouse Way, said that he agreed with the previous speakers, but wanted to point out that the Town has spent a lot of time, money, and effort in developing a good plan for these areas. They got the community input in developing the Future Land Use Plan, it is a good plan, and the Town needs to stick to it. The Holly Glen neighborhood doesn't have commercial that we can walk to, to have ice cream or a dinner. This is the kind of things they do

want, which a Neighborhood Center would give them. Holly Glen currently has 3 entrances and exits. This proposal will effectively cut it down to 2, and add traffic from 40 new homes to the current 80. He said he goes out Capeside every day, sometimes multiple times per day. Adding additional traffic and effectively reducing the number of exits, Avent Ferry is not ready for that. The light is not funded and the Town will have to come up with the additional money. The traffic diverted off of Capeside will have to go down Oak Moss Trail, which is a narrow road compare to Holly Meadow and is traffic we do not need. All the roads in Holly Glen have street parking and people park on both sides, reducing the street to one lane. It makes it hard to navigate and hard to see. It is not what the Town has already decided should be there. The Town has a good plan and should not change it.

Joe Simon, 309 Capeside Ave., said his concern is that we cannot handle more traffic. And he is worried that his child will be hit by a car. Nothing anyone can say would make that OK. He travels down Avent Ferry, he does make the right turn off of Capeside. Avent Ferry is backed up every morning. He leaves at 7:15, and by then, the traffic going towards 55 is backed up to the new subdivision built by Calatlantic Homes. Avent Ferry cannot handle more traffic.

Meredith Sheopner, 204 Capeside Ave., said she lives in the Overlook section of Holly Glen. She thanked the Council for their service to the Town. She said she lived in Raleigh when she was younger, but when they had a child their priorities changed. They moved to Fuquay-Varina for 10 years, and kept hearing very positive and charming and growth opportunities about Holly Springs. They have lived here for 6 years, love the environment, the fun, family activities and shops, with a little tinge of hope for more non-chain-y restaurants in the future. They, as a community, are very concerned about these proposals, both A and B. She said she worries that the type of businesses in the mixed-use section will be inconsistent with the neighborhood feel. She purposefully bought her house in Holly Glen because she wanted a charming neighborhood feel, not a city feel. The proposed traffic situation change through Holly Glen and a right turn only onto Avent Ferry is not only hideous in her opinion, considering the traffic issues already faced, but incredibly dangerous for the residents, especially for the children. She is concerned that the timeline to completion will cause significant disruptions. She understands that developers will get the land ready and then sell to a builder. What guarantees do residents have for what exactly will be built? What about noise of construction? She is concerned it will start early and end late. If this is approved will there be noise ordinances set for it? She expressed concern about the location of the stormwater pond, and whether it would bring more mosquitos and bugs, which will impact property values. She thanked Council for the opportunity to speak, and said she vehemently opposes this development, both A and B. Please leave our charming enclave as it is.

Dr. Jennifer Johnson, 104 Holly Glen Ct, echoes the sentiments her neighbors have expressed. She recently heard that 292 townhomes were approved that will be built at Ralph Stephens and Avent Ferry. These townhomes will make the proposed 40 in Holly Glen completely obsolete. The Ralph Stephens development has been appropriately planned and spaced and will not have the same impact. She said Holly Springs prides itself on its small town roots. But it is looking more like Cary and Apex. We have 800 new homes being developed down Avent Ferry towards New Hill. We have an opportunity to harness a unique opportunity for a commercial space that can enhance local businesses, local businesses to enhance the village that Holly Springs is supposed to be a part of. Let's enhance our neighborhood instead of adding to the issues that we all feel every single day. Please stay out of my backyard.

Katherine Kornbau, 513 Avent Meadows Lane, said she moved to this area over 20 years ago. At that time there were no stop signs and no traffic lights. A lot has changed. She said they moved here rather than Cary or Apex because of the trees, larger lots, the Family Farm, and the small town feel. Now there are over 2000 homes directly off Avent Ferry, three schools, numerous other homes and subdivisions that feed on to Avent Ferry, not to mention those that are approved but not yet built that will add more traffic. There will be townhomes across from Sheetz and behind

Sheetz. With all of that development, Avent Ferry Road has hardly changed at all. She said that they have been promised for about 15 years that Avent Ferry Rd. would be widened. She said to forgive her if she doesn't believe it's going to happen. With COVID, DOT funding has changed. And beyond the school there is no plan to widen Avent Ferry, despite the thousand homes that are being built. It is still a sleepy two-lane country road. She said she does not think anything should be approved until Avent Ferry is actually widened. Put the infrastructure in place before anything else is built. Avent Ferry is an emergency evacuation route from Shearon Harris. It used to take five minutes to get from Holly Glen to Town Hall and now it is almost twenty minutes. The plan to have all the commercial and residential traffic use Shorehouse instead of Capeside is absurd. The children of Holly Glen play in the road, because it is a quiet, sleepy road. All of the traffic diverted there will be a real danger to the kids. She also said that calling it Overlook Townhomes implies that it is part of Holly Glen neighborhood and HOA. There are no amenities planned for any of these townhomes. So the Holly Glen HOA will bear the burden of these extra children. Is the developer going to request to join our HOA? Will they advertise that they are part of the HOA? People coming by and looking will see Holly Glen's pool and playground and assume that they are part of the HOA. The Holly Glen HOA budget and amenities are at maximum capacity. She said that they do not want any more members to the HOA. They feel it is being forced upon them. Please deny this.

Colleen Bradley, 305 Avent Meadows Lane, said she appreciates being allowed to speak out. She has been here 12 years. She's an OR nurse at "Big Rex." She was excited to move here from the rural mountains of NC. Those rural high schools had a 4 lane highway and a turning lane to each one. Here, there is a high school, middle school, and elementary school off of a 2 lane highway. There has been much growth in Holly Springs. She said she normally leaves for work between 5 and 5:30 am, and there are 5 or 6 cars at the stop sign at Avent Ferry at that time of morning. It usually takes 10 to 15 minutes to get to US 1 at that time of morning. When she has a later start time and goes to work at 7:15, it takes her 7 to 12 ½ minutes to get out of the neighborhood, and from 10 to 15 or 20 minutes to get to Highway 55. It takes from 40 minutes to 1 1/2 hours to get to Big Rex. We have a lot of congestion there. It is a safety issue. These highways are jammed. The Super Street intersections on 55 have helped somewhat at some times, but the bottom line is that if anyone has a heart attack or stroke, even with the hospital being built here, we are limited in getting emergency help to them within the 10 minute time frame necessary. There are many areas ambulances will not be able to get to. There are so many developments, with 2 cars for each home. And traffic is backed up in all directions. She would like it if she could ask everyone to sit in silence for 10 minutes to see how they would feel waiting to turn left out of their own neighborhood. Everyone loves this area or they wouldn't still be here, but traffic is a main issue. It has increased. Many times children crossing the street to school have almost gotten hit, even when the cars are going slowly. They have been frustrated with more traffic. Also the intersection around Primrose is already confusing. Making these proposed changes will make it more confusing. Maybe the TIA traffic count was true, but we are in a pandemic. Was that taken into consideration? Even at 5:30 am she sees more cars than that. She said she is opposed to this project.

Melanie Stauffer, 221 Harbor Fog Trail, said that in addition to what everyone has shared today, she wanted to add that she has three 14 year old boys who will be learning how to drive when this development would be built. It is a hazard for anyone, let alone new drivers. There are a lot of kids in the neighborhood who will eventually become new drivers. Having to navigate additional congestion will make it difficult for them. Restricting the left hand turns will make the intersection safer, but the additional traffic 40 condos would produce through the neighborhood makes it more difficult for emergency vehicles to get to the neighborhood, and dangerous for their children at play. The adults in the neighborhood know that children play by the street and are careful, but others might not be. It took her 5 minutes to turn left this evening, at a non-peak time, with school out of session and some businesses still closed. If all residents in the Overlook area and these townhomes have to take Holly Meadow, it will add more time to any trip. She said they moved here for the small town feel, and to be connected to the Town and to be able to get where

they need to go quickly. It does not go along with the Town's plan to build responsibly. Please vote not to pass this.

Gina Farrell, 200 Magnolia Meadow Way, said that it was ironic that the first thing she heard at this meeting was the Arbor Day celebration and the Tree City USA award. She is proud of that. She said she is in agreement with everything already said and didn't need to say anything else.

Deron Kingston, 100 Holly Glen Court, said he was asking Council to vote no on this proposal. He said that as of Feb 4, 2020, 17 Wake County Elementary schools are capped, including Holly Grove Elementary. Currently Holly Grove is at 115% and new students are directed to Holly Springs Elementary, which is 3 1/2 to 4 miles away. Some of the factors for why a school is capped are:

- Class size legislation. Currently for Kindergarten it is 19-1, next year it will be 20-1.
- School must be able to accommodate children living in their base prior to the cap.
- When core facilities, driving parking, toilets, media, student support, etc., are overloaded.
- When a school has used all means necessary to accommodate students, staff and programs, a school can be capped.
- When pending enrollment projects that the base growth predicts future enrollment past the base;

He said that he got this information from Wake County Public Schools' website. One of the biggest points people make for year round schools is that it is a more efficient use of school space. He said this was his first time experiencing year round schools, and he didn't like the fact that his Kindergartener and 2nd grader are in a different class room every time they track back in, which is like starting over again each time. They have to get used to a new cubby location, new bathroom location, new décor – a whole different environment. The school is already packed with current and planned development. He said that we are all aware that there are new developments going on that will add students to the school, or require that they be bussed to Holly Springs Elementary. The traffic right now during school hours, both morning and afternoon, is very heavy, and the direction of the traffic, with Capeside being turned into a one-way, that will not help the rush hour traffic. He asked what time of day the traffic impact study was conducted. Was it at night? When you say you saw fewer than ten cars turn left from Capeside, that's impossible unless it was late at night. We are currently in a pandemic, and if you did your study during this period, you are not going to get an accurate traffic analysis because the schools are out. On behalf of Holly Glen residents, we are not the ones who have a problem with the left turn. Further, with regards to townhomes not having children, he said that five years ago he lived in a townhouse with 3 children. Children live in apartments, townhouses, condos, and single family homes. Please do not say that children don't live in townhomes.

P. J. Ferrell, 200 Magnolia Meadow Way, said he was completely against this development, and please vote no.

Baxter Walker, 305 Acorn Falls Court, said both sites is are ideally used for commercial and the Neighborhood Center designation allows for that. We have all heard the story of the traffic. The issue is the redirected traffic. Currently going from Capeside to Avent Ferry, you have to stop to let people in. The same thing happens at Holly Meadow. Making Capeside right only will direct traffic through the neighborhood. He said that he served on the advisory board for ReVision Holly Springs and he does not think that the proposed plan is consistent with what the plan calls for and what the Town wants.

Jonathan Benincosa, 304 Capeside Ave., said that he came to refute the filing for a Special Exception, both site A and B. This project does not align with the Comprehensive Land Use Plan or our neighborhood. Our neighborhood is looking forward to this Neighborhood Center coming through.

Wendy Dykema, 108 Holly Glen Court, thanked the Council for listening. She has looked at the Vision of the Town. On page 10 of the ReVision of the Town it states that all interconnectivity designs will be to improve access. In the Land Use and Character Plan, on p.19 improve the ability to live in close proximity to employment, goods, services, and amenities to create reduction in traffic and parking needs. On p. 20, "connectivity is achieved . . . when the number of routes to and from a destination is maximized." From what we have seen, that does not happen, it is minimized. She said that the Shorehouse and Holly Meadow intersection is a bus stop for Elementary schools as well as the middle and high schools. She said that there is already a sidewalk on Holly Meadow, so the developer would not be adding that. She said that on p. 21 of ReVision it says in residential neighborhoods there needs to be a balance of *preserved* natural features (not *planted*) such as trees, streams, and more formal landscape projects too. These projects, if we consider them as one, are only one of two preserved natural feature that we have. This project eliminates one of our two, and we need to preserve it.

Justin Armstrong, 100 Shorehouse Way, thanked Council for hearing everyone. He agrees with what people have already said. In a recent study, he read that Raleigh has 1.9 cars per home. By adding 43 new townhomes, you're adding a potential 82 cars to 80 homes already, for a total of 294 cars. His address, 100 Shorehouse, is on the corner, directly across from the proposed project. Every car will pass by his home and the bus stop. 234 cars per day. Already the traffic backs up past that corner every morning, pre-COVID. Every morning. His concern is that on-street parking will be necessary. People will park on Shorehouse and there is not room for parking and two way traffic. This will essentially make Shorehouse a one-way street. How will an ambulance, fire truck, bus, or car fit through? He said this project would destroy his property. It would eliminate his daughter being able to ride her bike on the street. It is damaging to his home. Also, the Retention pond which will bring mosquitos would be right across from his house. He is vigorously opposed to this project.

David Dykema, 108 Holly Glen Court, said that in honor of Tree City USA award, he is the proud owner of a new Dogwood tree. He said that if Council approves the deviation from 30 foot buffer to 10 foot buffer, it would knock out an extensive wooded area, take away habitat for wildlife and endanger his children with increased traffic. This is not unobtrusive. He supports a traffic light, but this is making the Town foot half the bill. Fact check, there is already a sidewalk on Holly Meadow. Also, it takes 10 - 25 years for a hardwood tree to grow so that's going to take a while.

Cristian Ianos, 104 Shorehouse Way, said he agrees with what his neighbors have said. He said that his house is located exactly in the front of the proposed entrance to this development and he already sees the traffic that is there at peak hours. In the morning cars are backed up on Shorehouse, with cars trying to turn onto Holly Meadow and then Avent Ferry. More development and cars will make this worse. There are 5 or 6 busses from different schools that use that bus stop at Shorehouse and Holly Meadow every day, and there are a lot of children there. He said that the way this development is located, it is uphill from the houses on Shorehouse and we would be "on a stage" with no privacy. Please vote against this.

Jessica Perry, 109 Oak Moss Trail, said she is speaking to oppose the SEU based on the facts her friends and neighbors have presented. She lives on Oak Moss Trail. Her street would become a through street, if this goes through, for the people who would no longer be allowed to turn left on Avent Ferry. A previous speaker said 294 cars, but most of them will make more than one trip out. It will be many more the 294 cars. They said that they would advise people to turn right out of Capeside, go down and make a U-Turn. It is not feasible to go right on Avent Ferry and make a U-Turn to go back, so everyone will be routed through the neighborhood. Avent Ferry is backed up for two to three miles past there at morning rush hour. Employees, and patrons of these businesses would be routed through the neighborhood also. Oak Moss has eight houses, but many cars. She said she has 3 cars and her neighbor has 4 cars. She said that they live about a mile from the school but it is not safe for her children to walk or bike to school. She said that the safety of our

children is paramount. It is not safe for children to walk to school now, and it will just be worse if this project is approved. She said she was concerned about what the developer said regarding SEU Finding 10, that the type, size, and intensity would not have an adverse impact on adjoining properties in the neighborhood. That is false for several reasons. They said it would be equal parts commercial and residential. From the statistics given at the beginning, it is not. It is $\frac{3}{4}$ residential. It will be skewed highly to residential. The developer said that they were trying to build a townhome development and put some commercial in to meet the requirements. What we need as a community, is commercial, small businesses. The right fit for the land is what is important. The developer said "we couldn't fit in the greenspace" and other things on these lots. In that case, this is not the right fit for this land. We need to find the right fit that will work for our community. She asked Council to oppose these proposals and keep the quality of life and safety of our kids as number one. We appreciate all you do for our Town, please keep it safe.

Brenda Priest, 213 Highland Springs Lane, said that Wake County Public School transportation guidelines state that students living in their school's walk zone are not allowed to ride the bus unless it is an unsafe walking environment. She lives one mile from campus, and her children have always been bussed. This is not a safe environment.

Doug Palmer, 104 Oak Moss Trail, thanked Council for hearing them. He said that in a town where everyone is so happy to live here, the fact that we are setting records for number of people speaking at a public hearing, on a night like tonight, is a glaring indication that this is not right. He said that we need business on our side of town, but this is not the right way to do it. When this many people show up to oppose something, please say no. He said that if Council lets this go through, he will lose his street. Oak Moss will be destroyed because all the traffic will be diverted through there. We love watching kids play hockey in the street. He turns left off Capeside and would be forced to go through the neighborhood. A vote for this will take away the kids ability to bike and play in the street. He said the developer's assessment of traffic is highly skewed and flawed. He said he is sure they did it the right way, but he doesn't know how archaic it was. And it does not reflect the reality of our neighborhood. The loss of Capeside navigation will be a bigger deal than they give it credence for. He said that they haven't even felt the impact of all the new development going on further south on Avent Ferry. He said that unless we get that fixed, we should not have this conversation. He said that the area is not ready for additional traffic. Please listen to everyone here. Holly Glen homes already have low water pressure. Would that get worse, with this development? He hopes not. Please vote no.

Bryan Perry, 109 Oak Moss Trail, asked how the Mayor felt when he flipped the page over and saw that there were more people signed up to speak. He thanked Council for listening to them all. This is an important issue. He said his family has lived here for 11 $\frac{1}{2}$ years, and it has been amazing to see the Town grow. The trees - if a developer can reduce the buffer from 30 feet to 10 feet, they are going to do 10 foot buffers. He said they like buffers and think it's great that the Town won an award for having a lot of green space, a lot of trees. Regarding the commercial, the developer said the demand is for residential. They looked at the vision, and the vision is to bring more commercial. Everyone wants to live here. The developer added a little commercial to try to get the project, but longer term, the vision that Council has, is to bring in more business. So those are considerations I would ask you to keep in mind. Stay true to your plan. You have a great plan. You all live in neighborhoods. All of you value safety very highly. Think about personal safety and how much you value it. That is what you have heard today. Imagine that it was your neighborhood that would have the extra traffic. After the tornado in 2011, traffic was diverted on Oak Moss due to Avent Ferry being blocked. Everyone coming through would be like that, creating a big traffic problem. His road is 26 $\frac{1}{2}$ feet wide. He has to park a truck on the street because they have narrow driveways. That takes the road down to 17 feet. If you have a car kitty-corner, that takes it down to 12 feet. What people are voicing is a real concern. Please stay true to your vision, bring some more commercial in, but don't let them block the left turn. Please oppose this development.

Rafael Rodriguez, 105 Holly Glen Court, said everyone is very passionate about this. This is not just statement of facts, but statement of life. He said that his was one of the first families in the Overlook area of Holly Glen. He could not envision what Overlook would look like today, never mind imagine what this project would do. There is nothing special about this SEU request. Property values will go down. The traffic, safety for kids, are problems. He said all of the townhouses will be visible from his backyard. The proposed buffer is certainly not adequate. It may be legal, but it is not adequate enough to block the existing homes. There are a lot of people who wanted to be here tonight, who because of COVID could not. There are a lot of kids and new drivers in the community. Please consider and vote no. Put townhouses in other locations where the zoning already allows them.

Jennifer Burkins, Michael Fassett, and Anthony Santori had been sworn in before the meeting, but did not respond when the Mayor called them to testify.

Michael Blakley, returned to offer a rebuttal. He said that they are paying for the signal, financing it for the Town, because the Town does not have the money. The consensus is that traffic is an existing problem. He said with our development, we are improving the issue that is there. The residents want commercial, and that is way more intensive traffic generating type site than residential. He asked Mr. Hohanadel to give numbers of what commercial would bring to this site, versus the residential that they have proposed. He said he did misspeak on the number of cars. He meant additional cars, not all the cars. Also, staff is requiring them to make it right out at Capeside, they didn't want that. They don't want to pay for the signal at Holly Meadow but it's a good idea so in an effort to have a safer town they have agreed to finance it for the Town. The agreement was supposed to go out five years. They were only responsible for 18% of it but they have stepped up to the plate and offered to help the Town out to finance the other 48%. The right out left in at Capeside is part of the future transportation plan. Avent Ferry ultimate section will be divided 4 lane with that island. Whether they develop this property or not, Capeside will be right out and there will be a signal at Holly Meadow. If you do come out of Capeside, you will be forced to make a right, make a U-Turn, or go further down, without this development. Primrose is proposed as right in right out as part of the ultimate section and they are required to do that as part of their development.

Mr. Hohanadel said when the median is constructed on Avent Ferry Road, Capeside will become right in right out, with or without the development, but the signal will not be there without this development unless it's funded by the Town or some other development. He said traffic counts were completed in April 2019, before COVID, in the middle of the week, with school in session, not a holiday. The traffic study was scoped with the DOT and the Town. The trip generation manual is a federal guideline. It's a compilation of thousands of studies. While people may have more than two cars, they are not all driving at the same time, or at peak hours. He said that the numbers he quoted were correct. When the left turn is restricted, the left turn volume off Capeside projected for 2026 is 70 AM and 56 PM. Without this site constructed, in 2026, you are looking at 38 AM and 27 PM going through the neighborhood when Avent Ferry is widened. Also, all the traffic from this development, Site A will come down Holly Meadow, and the Site B down Capeside. There is a right in right out for the commercial off of Avent Ferry Road, and they might not use the neighborhood at all.

MPT Berry asked the applicant to clarify what he meant by "financing" the installation of the signal, that "financing" is pending a partnership with the Town, and would require the Town to pay them back, so they are not paying for the signal. Mr. Blakeley said they, in combination with the Children's Lighthouse, would pay over 50% of the signal. He said either another development would pick up the remainder, or another developer would pay it, but they would pay upfront. MPT Berry said but at some point someone has to pay the other piece of that. Mr. Blakley said if we get this development, we will pay for half of the signal, which you wouldn't get if we don't get this development. We are helping the Town at an earlier date and the Town is requiring us to pay a fee-in-lieu but we are helping the Town get the project in place five years earlier.

Councilwoman Kelly said that recognizing the COVID-19 pandemic, it is extraordinary to have this many people show up to a public hearing. She said that one of the things she heard, is

that the best use of land would be commercial. The businesses the developer depicted were a dentist or a doctor and those aren't Neighborhood Center uses. Mr. Blakley said that they had not determined the uses. They were providing the mixed use. They have builders for the townhomes, but not the commercial. As soon as they have construction plan approval then they would adapt to whatever the demand is. They do not have the demand for the commercial component. They would build a shell building. They picked office/institutional because it was the most stringent parking use. They got the most square footage they could get, with the most parking required. They were looking at that component. Anything below that requirement - small shops, restaurants - all have less stringent parking. Councilwoman Kelly asked if it was fair to say that this is a townhouse development with some commercial, rather than commercial that has some townhouses. Mr. Blakley said that originally Site B was commercial with townhouses in the back, and A was all townhouses. They were originally going to submit the two sites as one, even though they were not adjacent properties. Staff told them they needed to submit them as two separate projects. As one project they had 20% commercial to get that mixed-use option on Site A, in addition to the 20% on Site B. They were trying to get the 20% commercial, because staff indicated that that was needed in the area. Councilwoman Kelly asked if they considered just commercial at any time. Mr. Blakley said that when the site was originally developed and approved it was to be commercial. Then the market demand shifted toward residential. The developer is providing the residential and the commercial, trying to give what the market needs and to give to the community and what the Town Council has approved as a Neighborhood Center.

Councilwoman Kelly asked what community meetings the developer had. Mr. Blakley said they did not have any community meetings. Staff didn't say not to have community meetings, but they didn't recommend it, and the developer was pretty far along in their plans before they heard that there was opposition. Councilwoman Kelly asked him to clarify that they didn't think they should meet with the community after they heard about the opposition. Mr. Blakley said they didn't find out that information until earlier this year. He said he didn't see any complaints until yesterday. He asked staff what kind of opposition they were looking at. With it being residential, from his experience, he thought there wouldn't be complaints. He understands what they are looking for, but our society has become more car dependent and development is still transitioning into that. They were trying to meet the demands of the market and the neighborhood.

Councilwoman Kelly asked if he was familiar with our reVision plan, and if he tried to look at the Neighborhood Center concept. Mr. Blakley said that they are engineers and are concerned with what will fit on the site. Site A has some grade constraints. They were limited by the site and the density requirements. A lot of the site layout is vertical, not horizontal. There's not room for the unique innovative, traffic circles and green areas. They had physical constraints. They can't put a townhome on a slope. Those want a decent driveway. A lot of those factors went in to the development of the design.

Mayor Sears then closed the public hearing.

MPT Berry asked Ms. Jones to speak to the CTP recommendation for the alignment of Capeside and Cass Holt Road. Ms. Jones said the long-range plan on the Comprehensive Transportation Plan is to realign Capeside and Cass Holt Road to make it a safer, realigned intersection.

Councilman McGrath asked what that realignment would require in terms of land purchases and cost. Ms. Jones said that Capeside would move to the east to realign with Cass Holt, there would be a requirement to purchase some land, to realign at the signal. When the median does go in, then that section of Capeside as it is would still exist, would be a right only. Councilman McGrath asked for clarification that there were no plans for the foreseeable future to widen Avent Ferry Rd. beyond Cass Holt Rd. Ms. Jones replied that that was correct.

MPT Berry thanked the residents who came out. The level of engagement made it worth sitting for 2 hours and 46 minutes to listen. The 26 people who spoke are in addition to the 20 sworn affidavits received. That is a lot of public input, and it is greatly appreciated. Generally speaking, our UDO clarifies the mixed-use option zoning district as intended to promote and guide

integrated uses into a development that is defined by unique, innovative design, and pedestrian friendly features. This proposal before us does none of these things, and instead attempts to call the insertion of one office building of 6,000 square feet into a residential project while offering nothing innovative or unique a mixed-use project. The Comprehensive Plan is clear on what this area calls for, the criteria for a Neighborhood Center are also clear. In my opinion this project does not meet that criteria. He said he was prepared to offer some additional Findings of Fact to consider, when his colleagues are ready.

Mayor Sears said that this was a record number of people giving input, in his whole career. He appreciates it and thanked them for the input.

Action 1: MPT Berry moved 6 findings of fact as it relates to sworn testimony received this evening, and in sworn affidavits received prior to the meeting.

1. Town Council relies on the expertise of the Planning Board, which is comprised of community members, and it was their finding that the proposed use is not consistent with the character of the current zoning district, nor the Holly Springs Comprehensive Land Use Plan which specifies these sites as Neighborhood Center;
2. The proposed use will generate an intensity that will have significant adverse effect on the adjoining properties;
3. The proposed use is injurious to the surrounding areas by increasing the traffic volumes and generating additional traffic flow through neighborhood streets impacting the safety of current residents, and is not harmonious with surrounding uses;
4. Town's Comprehensive Transportation Plan calls for the realignment of Capeside Ave. as a necessary improvement to mitigate over-congestion and improve safety by re-aligning traffic flow, and that this project will not realign Capeside Ave and Cass Holt Road;
5. Project would financially obligate the Town to contribute 46% of a traffic signal cost and the Town's budget does not include an allotment to fund a signal at Holly Meadow Drive and Avent Ferry Road, and the Town can only spend money that is duly budgeted;
6. The Public Hearing for the FY21 budget was completed on June 2nd with no sentiment that the Town fund a signal for this project, or at this location.

Motion by: Berry

Second by: Villadsen

Vote:

Aye: Berry, Villadsen, Kelly, Wolff

Nay: McGrath

The motion passed.

Councilman McGrath said his nay was due to Findings 3 and 4, because this traffic problem exists already and is not due to this development.

Action 2: Motion to deny Special Exception Use and Waiver.

Motion by: Berry

Second by: Kelly

Vote: Unanimous

Action 3: Motion to deny Development Plan for Overlook Townhomes Site A.

Motion by: Berry

Second by: McGrath

Vote: Unanimous

8. Public Hearing: Overlook Townhomes B: 19-DP-20 / 19-SEU-12 / 19-WAV-48 / 20-WAV-13

Sean Ryan, Planning & Zoning, said the purpose of this item was for Council to consider a Development Plan, Special Exception Use, and associated Waiver for Overlook Townhomes Site B.

He showed the location of the proposed development at the intersection of Avent Ferry Road and Capeside Ave. He explained what the Mixed-Use Option is meant to allow: integrated uses, with unique and innovative design and pedestrian friendly features. The proposed site is designated as Neighborhood Center on the Land Use and Character Plan. Current zoning is LB Local Business. The developer is proposing a land use mix of 28.2% commercial and 71.8% residential, with 17 townhomes (4.12 units per acres) and 9,400 sq. ft. of commercial building. The landscape plan submitted is requesting a waiver of the 25% hardwood tree requirement between the property and the houses on Shorehouse Way and Primrose Academy. The plan calls for opaque screening along the southern border and open screening along Avent Ferry Rd.

Rachel Jones, Engineering, said that the utility and transportation requirements for Site B included the water and sewer connections needed. Hydraulic and sewer studies were completed for this project. A Traffic Impact Analysis (TIA) was done and the intersections studied were Avent Ferry at Holly Meadow Dr.; Avent Ferry at Capeside Ave.; Avent Ferry at Ralph Stephens Rd.; and Cass Holt Rd. at Honeycutt Rd. A signal was warranted at Holly Meadow Drive and Avent Ferry Road to meet the TIA requirements as well as safety requirements. The intersection of Avent Ferry Rd. and Capeside Ave was shown as a failing intersection as well. The long-range plan for the Town according to our standards and ordinances is to realign the intersection at Avent Ferry and Capeside Ave. The Developer was not willing to complete the realignment of Cass Holt Road and Capeside Avenue, and what they offered is the restriction of left out at Capeside. The left-turn traffic would be diverted through the neighborhood streets. The developer is committed to design and install the signal but is not committing to pay for the entire cost. The design and construction of the signal at Holly Meadow Drive would be completed with the first phase of the development. This traffic signal would require financial partnership between the Developer and the Town in order to fulfill the TIA requirements. The Developer is willing to pay 19% of the \$317,000 cost of the signal (or \$60,230), 35% (\$110,950) is expected to be paid by other development, leaving 46%, or \$145,820 as the Town's responsibility. Should Council vote to approve, that signal would need to be installed.

Thomas Urquhart, Planning Board, said the Planning Board discussed the following issues and concerns on April 28, 2020 and they were the same as for Site A:

- Concerns about additional traffic and the need for a stop light;
- The breakdown between the area of commercial vs. residential; there is not enough commercial;
- If the project is best suited for this site;
- If the project is innovative enough;
- If the project is consistent with the new Land Use Plan and the goals for neighborhood centers;
- Why the tree preservation area needs a waiver.

On the UDO Wavier for the Tree Preservation Area, the Planning Board recommended denial with a vote of 4-5-0. Those voting against the motion were Mr. Brady, Mr. Crandall, Ms. Patterson, Mr. Stuckey, and Mr. Urquhart.

On the Special Exception Use and Development Plan the Planning Board recommended denial unanimously with a vote of 0-9-0. The reasons for voting against were:

Ms. Rybak: concerns about traffic and the preference for more commercial;

Mr. Carpico: agreed with the board comments;

Mr. Brady: project not the best use for this location;

Mr. Crandall: lack of innovation, and the proposed commercial/residential mix;

Mr. Deshazor: traffic, lack of innovation, and proposed commercial/residential mix;

Mr. Madoni: does not fit with new land use plan designation;

Ms. Patterson: proposed use is not the best location;

Mr. Stuckey: project not the best use for this location;

Mr. Urquhart: supports the Technical Review Committee recommendation for more commercial.

With that explanation given, Mayor Sears opened the public hearing. The following input was received: sworn affidavits in opposition to the project were received from 19 residents, and a notarized letter in opposition from one resident. *Copies of these affidavits are attached to these minutes.*

Mayor Sears noted that all the previous testimony had been against both Site A and Site B, and asked if anyone wanted to speak specifically to Site B. The following testimony was received.

Mr. Hochanadel said that the developer doesn't own the land needed to realign the road, so that is why they can't do that. Cass Holt angles away from Capeside, and there are dual lefts. People don't see until it's too late so that makes it very unsafe.

Mr. Michael Blakley of J. Thomas Engineering, Inc. said he had no additional presentation, but was willing to take questions.

Councilwoman Kelly asked him if he wanted commercial traffic to go through a neighborhood. Mr. Blakley said that is not what they want, but that's what is being required. And it's only the left turns.

Ms. Jones said staff is not requiring the design at Capeside and Avent Ferry. The TIA showed that this intersection is a failing level of service, the applicant was required to mitigate that, and this is what the developer brought to the table. The alternative solution is to realign the intersection. Otherwise this project is not mitigating the impact.

Councilman McGrath asked if there had been any discussion with the property owner of the land that would be required in order to realign the intersection.

Ms. Jones said yes, the property to the east is the Wood property. They recently came before the Technical Review Committee with a proposed site plan. It is in a conceptual stage at this point, but it does show the property that would be needed for the realignment. Capeside Ave swings out to the East, Cass Hold might need to be shifted to the west, but there is currently no design. Phase 2 of Avent Ferry road improvements could include the realignment, but we are looking at 3 years out. Development could wait for it to be realigned, or they could do it. Councilman McGrath asked if it has been identified to the Wake County Public Schools as a safety hazard. Ms. Jones said that they have not. She said a member of the police force was present if Council wanted to hear from them. Councilman McGrath said he didn't believe we need that. He would like staff to make a direct comment to Wake County Public Schools to identify this as a direct safety hazard to our students. Ms. Jones said she would follow up on that.

MPT Berry asked for clarification on which percentage of the cost of the signal the Town was being asked to fund, and to adjust the Findings to reflect that. Ms. Jones said that Site A & B impact is 19%, other development has a 35% share, which leaves 46% that would need to be funded by the Town.

Mayor Sears asked if anyone else wanted to speak.

Melissa McGahey said on behalf of the residents, she wanted to bring back up one thing that we have not discussed, the amount of traffic that Primrose could also impact in this area. Nowhere on the Site A plan did it show that they would be adding a median and changing the intersection to right in right out at Primrose. It was in tiny print on C7 of Site B. Many people drop their children off at Primrose and then turn left to go to work. If that is right in right out, the traffic is going to go through Site A, to the Overlook of Holly Glen and out Holly Meadow. That is a significant number of cars that have not been discussed tonight. And it needs to be considered.

Mr. Hochanadel said that if this site is not built, that right in right out is still going to happen, but there won't be a signal. It's difficult to get out now, it will be more difficult without a signal.

Mayor Sears said that the number of speakers we have had tonight is a strong record. There has been a lot of listening here. Is there anyone else who needs to speak? There was no one else who wanted to speak.

Councilman McGrath asked if it was a fact that the Comprehensive Transportation Plan includes a median with no other possibility than a right in right out for Primrose. Ms. Jones said that the Comprehensive Transportation Plan shows the ultimate build out as a 4 lane median divided thoroughfare. With that construction, Primrose will be a right in right out. When that takes place, the NCDOT will have input in that design, so opportunities for left turns will be explored at that time. MPT Berry asked if the Town had a commitment from DOT to fund improvements past Cass Holt Road. Ms. Jones said we do not, but staff is working with DOT to extend that phase to Holly Meadow Drive to address some of the issues that have been brought up tonight.

Mayor Sears then closed the public hearing.

MPT Berry moved the same six facts for Site B.

Action 1: Motion to find the following six as facts.

1. Town Council relies on the expertise of the Planning Board, which is comprised of community members, and it was their finding that the proposed use is not consistent with the character of the current zoning district, nor the Holly Springs Comprehensive Land Use Plan which specifies these sites as Neighborhood Center;
2. The proposed use will generate an intensity that will have significant adverse effect on the adjoining properties;
3. The proposed use is injurious to the surrounding areas by increasing the traffic volumes and generating additional traffic flow through neighborhood streets impacting the safety of current residents, and is not harmonious with surrounding uses;
4. Town's Comprehensive Transportation Plan calls for the realignment of Capeside Ave. as a necessary improvement to mitigate over-congestion and improve safety by re-aligning traffic flow, and that this project will not realign Capeside Ave and Cass Holt Road;
5. Project would financially obligate the Town to contribute 46% of a traffic signal cost and the Town's budget does not include an allotment to fund a signal at Holly Meadow Drive and Avent Ferry Road, and the Town can only spend money that is duly budgeted;
6. The Public Hearing for the FY21 budget was completed on June 2nd with no sentiment that the Town fund a signal for this project, or at this location.

Motion by: Berry

Second by: Kelly

Vote:

Aye: Berry, Villadsen, Kelly, Wolff

Nay: McGrath

The Motion passed.

Action 2: Councilman McGrath Moved to add as a finding of fact that due to the development of Site B, there is a significant resident-identified safety issue due to the lack of alignment of Capeside Avenue and Cass Holt Road.

Motion by: McGrath

Second by: Berry

Vote: Unanimous

Action 3: Motion deny Special Exception Use and Waivers.

Motion by: Berry

Second by: Kelly

Vote: Unanimous

Action 4: Motion to deny Development Plan for Overlook Townhomes Site B.

Motion by: Berry

Second by: McGrath

Vote: Unanimous

Mayor Sears recessed the meeting at 10:15 pm, for a 10 minute break.

9. Public Hearing: Village Gate Rezoning and Development Agreement: 19-REZ-03

Melissa Sigmund, Planning & Zoning, said the purpose of this agenda item is to consider the request for Rezoning and Development Agreement for Village Gate and to consider the Development Agreement. Council last saw it in December. She said there are three tracts on either side of Main Street at Ralph Stephens Road and on Main Street North of the Hampton Inn. She showed what businesses are already in the area, what projects are currently under construction, and which are approved but not yet under construction. The existing zoning is mostly R-20 Residential, with some CB Community Business. The Future Land Use Map designates all three tracts as Mixed Use Center. The applicant is requesting a rezoning of the 19.83 acres from R-20: Residential and CB: Community Business, to CU: Community Business Conditional Use. The developer plans senior living, commercial, Office/Medical Office, Oak Village Academy child care, and Apartments over Ground Floor Commercial.

Rachel Jones, Engineering, said that water and sewer is available for the development to tie into as needed. A hydraulic water model analysis and fire flow analysis would be completed with each development plan that comes in for approval. A sanitary sewer downstream evaluation would be required with the first development plan or masterplan. She said a TIA was conducted which studied 11 intersections: on NC Hwy 55 at Avent Ferry, Main Street, Ralph Stephens Rd. and points between Avent Ferry and Main and West of Avent Ferry; Avent Ferry Rd. and Village Walk, the entrance to South Park Village, and Ralph Stephens Road; Main St. at Village Walk, Ralph Stephens Road; and Ralph Stephens at Wildwood Farm Way. She showed five proposed access points, and two potential secondary access points to the three tracts.

The two intersections where improvements that have been offered are NC 55 at S. Main, and Ralph Stephens at S. Main. The developer has agreed to a fee-in-lieu for GB Alford improvements of \$105,000, to pay for a new through-right turn lane, upgrades to traffic signal timing and mast arm pole.

Matt Beard, Parks and Recreation, said that part of this project is a volunteered side path extension on Piney Grove Wilbon. Before any conclusive decision can be made on right of way to be acquired, a design and survey would need to be conducted. There will likely be a stream or culvert crossing needed on the greenway/side path south of the development requiring a bridge and additional easement or right-of-way acquisitions in two spots along the 2000 feet of greenway. The area next to Garrison Community and Brayton Park is wetlands, and there could be environmental permits needed. A decision would need to be made whether to acquire right of way, or easements. The proposed build out for Piney Grove Wilbon includes bike lanes. If there was a 10 foot side path off the street, that is preferred to an on-street bike lane. In that case staff would look at a revised build out. There is currently no curb, so as much separation as possible is needed for safety, and to leave room for the ultimate build out of the road. The Developer is offering to put this greenway in, and the Town would work with the developer in building the bridge connection. There would be a reimbursement of Parks and Recreation fees in the amount of the last 500 feet of side path / greenway, but the rest would be paid for by the developer.

John Schifano, Town Attorney said that as discussed at the January workshop, the key terms in the development agreement are the inclusion of mixed use residential/retail with age-

targeted housing; the developer to construct lane widening, NC 55 Contribution, 2500 feet of offsite multi-use path, (500 feet of which would have Parks & Recreation Fees reimbursed) conversion of the mast arm traffic signal. The side path and mast arm signal are tied to the construction of the Solaris building, phase 3. This will not be the first thing that goes in. The cost of the offsite infrastructure is estimated as \$585,000. This is covered in a synthetic tax increment grant (STIG) in which the Town gives back a percentage of the increase of increased tax revenue over a period of seven years. If the tax increment bump up is as big as we think it is going to be, the Town will probably give back the \$585,000 sooner than 7 years. But the developer receives a grant over 7 years, based on property taxes paid by the development. Randy Harrington, Town Manager, said that the \$585,000 is a portion of the cost, not the complete cost, to the developer. But that is the Town's cap. Only the property taxes that are new as a result of this development would pay for the reimbursement on that infrastructure.

Mr. Schifano said that the Developer also wanted, of his own volition, to develop 50 workforce housing units, which will be "master-metered" for sewer and water. These are for people who work in Holly Springs, and they will be rented at 75% of fair market value, for 20 years. The Town would have one water customer but will collect availability for the 50 units on a monthly basis. It is up to the landowner to collect the usage charge. It does give the developer a break in what we collect in system development fees. So if he does not maintain those 50 units, there is a per unit claw back of about \$390/year per unit. Throughout this 20 years the Town is keeping him honest on his commitment to have workforce housing. It is a business benefit to the Town to have one customer instead of 50.

Mayor Sears clarified that this is a review of information Council had already received. Mr. Harrington said that all the terms were similar to those discussed at the workshop.

Planning Board Recommendation.

The Planning Board discussed the following issues and concerns on November 26, 2019:

- Workforce Housing – whether it is premature to include in the voluntary zoning conditions when specific development plans have not been reviewed;

The Planning Board recommended approval, with the removal of condition #3 with a vote of 5-2-2. Those voting against the motion were:

Ms. Patterson and Mr. Crandall: agreed with the project as submitted (supported approval of rezoning with all conditions by the developer)

The Developer has modified the voluntary conditions to remove specific detailed language regarding implementation of workforce housing so that it may be addressed in the Development Agreement.

Council previously held a public hearing on December 17, 2019 and tabled the item to allow preparation of the Development Agreement. A draft Development Agreement was discussed at the Council's January 14, 2020 workshop and the May 12, 2020 workshop.

With that explanation given, Mayor Sears opened the public hearing. The following input was received:

Eli Zablud, 907 Crabtree Crossing Parkway, Morrisville, said he did not think he needed to make the presentation again, but he was available for questions. He said that the difference between this agenda item and the one you saw earlier, is that his project only had support, no one opposed.

Mayor Sears asked if anyone who had not signed up wanted to speak. No one did.

Mayor Sears then closed the public hearing.

Councilman McGrath asked about the percentage of commercial versus residential. Mr. Schifano said it would be 100% commercial, as a tax basis, but there will be people living there. Only single family homes, townhomes, and condos are considered residential for tax purposes. The rest is

commercial. Mr. Harrington said that he believes all of it would be considered commercial under the Wake County tax system.

MPT Berry commented on what a good process this had been and how happy he was to work with Mr. Zablud whose desire to work together for the good of the Town was commendable. He also commended John Schifano for doing such a good job on this agreement.

Councilwoman Kelly thanked Mr. Zablud for working with Council, and also for working with the community. She said that the infrastructure is great; the innovative approach to workforce housing is great, and she thanked him for thinking out of the box and bringing the Town something unique.

Councilman McGrath said he agreed with what MPT Berry said. But he did want to state on the record that he thinks we have too many apartments, too close together. So, he said, if there are other developers listening, please don't bring us any more apartments in this part of town.

Action 1: Motion to adopt Statement of Consistency.

Motion by: Villadsen

Second by: Kelly

Vote: Unanimous

Action 2: Motion to adopt Ordinance for Rezoning and Development Agreement for Village Gate with conditions.

Motion by: Wolff

Second by: Berry

Vote: Unanimous

Mr. Zablud thanked the Council and Town Staff.

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 Councilman McGrath and a unanimous vote. The following actions were affected:

10. Minutes – The Council approved minutes of the Council business meeting held June 2, 2020, the budget workshop meeting held June 4, 2020, and the workshop meeting held June 9, 2020.

11. Monthly Administrative Budget Amendment Report – The Council received a report of monthly administrative budget amendments approved by the Town Manager. *A copy of the budget amendment report is attached to these minutes.*

12. Fiscal Year 2020-2021 Order for Wake County to Collect Property Taxes – The Council issued Order 20-01 directing Wake County to collect taxes for FY2020-2021. *A copy of Order 20-01 is attached to these minutes.*

13. COVID-19 Disinfecting Services Contract - The Council authorized the Town Manager to enter into a contract not to exceed \$30,000 to provide enhanced cleaning services to disinfect public areas in Town facilities as recommended to reduce exposure to the COVID-19 virus.

14. Utle Creek Water Reclamation Facility Master Plan Contract – The Council approved a contract with Hazen and Sawyer in the amount of \$84,707 to complete a Master Plan for the

expansion of Utey Creek Water Reclamation Facility from 6 million gallons per day (MGD) to 8 MGD.

NEW BUSINESS

15. Fiscal Year 2020-2021 Budget Adoption

Randy Harrington, Town Manager, said that Council has discussed the budget at the retreat as well as at several workshops. At their budget workshop on June 4, 2020, Council made some amendments, which are included in this budget. He said he and Interim Finance Director Patty Dressen would be willing to answer any questions.

Councilman McGrath asked how the fees for licensing go into our funding. Mr. Harrington said that the money from motor vehicle tax goes into street reserves which is only used for road improvements - sidewalks, crosswalks, paving, signals, safety.

Councilman McGrath made a motion that the first \$5 of the Motor Vehicle Fee also goes into street reserves rather than into the general fund. It was seconded by MPT Berry.

Councilwoman Kelly said that there are other things that are just as important to residents that we can't fund right now, so she is comfortable with the way it is now.

Councilman Villadsen said he was concerned about the impact on the budget which has already been calculated. To change that at this point would have consequences. Mr. Harrington said those funds have been allocated to other priorities in the general fund. If you make this change, you would have to rebalance the budget, because you would be taking those funds from other areas.

Discussion was had that this fee was a "driving tax" and should all be spent on transportation projects, the statutory requirement for anything above the first \$5 to go to transportation.

Councilman McGrath withdrew his motion.

Mr. Harrington said there is \$150,000 from the general fund to the Pay As You Go (PAYGO) fund that is going to sidewalks, so as a practical matter you already have five dollars going to transportation.

Councilwoman Kelly said that with all the discussion going around about public safety, she is comfortable that the one position being added to Public Safety is an Animal Control Supervisor position. She wants residents to know that we will continue to look at how we support these areas with a new Police Chief coming on board.

MPT Berry wanted to go on the record as being opposed to the increased motor vehicle fee, given how late in the process it was introduced. Other than that, great work on the budget.

Action: Motion to adopt Ordinance 20-02 adopting the Fiscal Year 2020-2021 Town budget.

Motion by: Wolff

Second by: Kelly

Vote:

Aye: Villadsen, Kelly, McGrath, Wolff

Nay: Berry

The motion passes.

Councilman Villadsen said that he would like a status update on the transportation bond projects.

Councilman McGrath said the Town needs to make sure that residents understand that we gave up a lot on this years' budget. He said that staffing positions were given up, we already underfunded the public safety department, and he feels it is important that people know this.

16. Holly Springs Road Widening Phase II Easement and Right of Way Acquisition

Tim Athy, Engineering, said that the project goal of Holly Springs Road Widening Phase II is to reduce traffic congestion and improve motorist and pedestrian safety. The Design consultant is currently working at 65% design completion, which includes the design for the three-span bridge over Middle Creek. In about a year we will be required to have the bond issued. This is the project which must go first. The 2018 Transportation Bond project is on schedule for an anticipated construction start date of mid-2021. He showed a map representing half of the project, from Flint Point, showing right of way or easements which need to be obtained. There are around 80 to 85 parcels. When the Town Attorney goes out to acquire the easement, he has many people to talk to. The right of way acquisition can be the slowest process in a construction project. The requested budget amendment will allow for property appraisals and the initiation of easement and right of way acquisition. This is a critical step in adhering to the project schedule, and obtaining the bond funds.

Councilman McGrath asked if Wake County Public Schools was amenable to this. John Schifano, Town Attorney said that we may have the right of way left from the school construction, but they are easy to work with if we do not.

Councilwoman Kelly said there are some long-time property owners in this section of Holly Springs Rd. There is a lot of fear and confusion due to the NCDOT 540 project. She would like them to be handled with kid gloves, be fair, communicate, and explain what is going on. Mr. Athy said that she was right, 540 has left a bad taste in residents' mouths, but staff is being respectful, honest and upfront, and if staff can put them at ease they will do that.

Action: Motion to approve budget amendment transferring \$2,000,000 from Interfund Loan 22.95.04 to project account 48-818-91 90.05 for temporary easement and Right of Way acquisition.

Motion by: Villadsen

Second by: McGrath

Vote: Unanimous

OTHER BUSINESS

Mayor Sears said that on the NC Department of Health and Human Services' COVID-19 website you can now get information by zip code. Holly Springs' zip code, 27540, has 45 cases, and 1 death as of noon today. He also announced that Thursday, June 18th would be his 60th wedding anniversary.

Councilwoman Kelly said that she has participated in a couple of wonderful, peaceful marches so far. There is another one planned on Saturday. She said that we are listening to the moment. We will learn, hear, and look to see what we can adjust. Staff is going above and beyond to build bridges. She also said that she and the Mayor and some staff were in a meeting with landfill staff. We know there is a landfill issue due to an equipment failure. They are speaking with Wake County representatives and asking them to assist. She urged residents to please continue to use the forms and report odor issues. That data is now more important than ever.

Mayor Sears said he had a long conversation with Sig Hutchinson of the Wake County Board of Commissioners regarding the issue.

MPT Berry said he had reached out to John Robertson at the landfill lately, and got a lackadaisical response about the app, which doesn't have addresses for people to be able to report odor problems in real time. He asked Mr. Harrington to follow up with why the app is not taking addresses and working properly. Mr. Harrington said he was planning to follow up.

Councilman McGrath said that NC DOT is moving forward with 540. For those who live in Woodcreek, the barricade was put out today closing River Falls Road. They removed the blockade but it is coming back on Monday, permanently.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had 4 items.

1. Earlier in the meeting we got the Tree City USA designation, and he thanked Council and previous Councils for their support of this, and he thanked Gina Clapp, Matt Beard and other staff for their hard work to get this designation for Holly Springs.
2. A reminder that we have an additional business meeting this month on Monday, June 22 at 6 pm. It is primarily for planning items delayed by COVID-19, but there are a few other items.
3. He asked LeeAnn Plumer, Director of Parks and Recreation to come up briefly to discuss July 5th fireworks plan. Ms. Plumer said that staff has been working on how to have a celebration. It will be a virtual fireworks celebration on Sunday, July 5th to give Holly Springs residents a chance to celebrate with their families. There will be some wrap around events as well - a virtual concert by Mo' Jazz that is typically a Summer at the Springs event, on July 3rd; a food art competition at the Farmers Market on Sat. July 4th which will be a drop-off event. Watch the web page and social media for details.
4. He asked Interim Chief McMillan to come up. He said that over the past 1 to 2 weeks, he and Interim Chief McMillan have been reviewing use of force policies, particularly through the lens of the 8 Can't Wait requests that are designed to reduce use of force occurrences. There has been additional information added on the Transparency Portal that gives more information on the related policies, and upcoming action such as body cameras. The Holly Springs Police Department is committed to doing the right thing, to strengthening the trust of our residents, and to listening to and engaging with all members of our community. If any resident does not feel safe, does not feel protected, we want to hear about that and work to improve that. Our Police officers love our community, and they have some of the toughest jobs in the community. He said he was grateful to Interim Chief McMillan and the work that she and her team have been doing. We know we still have work to do. We want to give an overview of those policies.

Interim Police Chief Jessica McMillan thanked the community for working with the police department with the peaceful protests. She said that the goal is to keep the community a safe community. She appreciates everyone who came out. During the past week the Command Staff has been reviewing the use of force policy. There are 8 recommendations from Campaign Zero.

1. Ban choke holds and strangle holds;
2. Require de-escalation;
3. Require warning before shooting;
4. Exhaust all alternatives before shooting;
5. Duty to intervene;
6. Ban shooting at moving vehicles;
7. Requires use of force continuum;
8. Require comprehensive reporting;

She said that the Holly Springs Police Department was proud that they are in alignment with all 8 recommendations. Officers have always been told when they join the department that they have the duty to intervene (#5), but now it is written into policy. That was the only change that was made. All the others were already in the policies of the Holly Springs Police Department. She said that they want to continue listening. They know people have sent questions and they want to get them answered as much as possible all at once, and they are working on answering those questions.

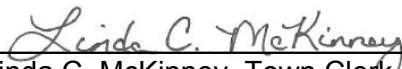
Mayor Sears complimented staff on the Transparency Portal, and complimented the people who held the peaceful protests.

MPT Berry said it was good to hear how closely the HSPD aligned and that the minimal change needed to Holly Springs Police Department policy is a testament to the Town's dedication to good police work and strong policies. Interim Chief McMillan said that they all come to work wanting to make this the best town ever. Councilwoman Kelly said that it's not just at work; that she knows the police work after hours to have conversations and build bridges with the community. Councilman Wolff commended Holly Springs Police Department on working on this prior to the current situation. The only feedback he has heard about the transparency portal that is at all negative, is the lack of racial breakdown on the use of force statistics. He asked if that was data that could be made available. Captain Bruner said that data is available and they are working on putting it out in a way that is easily understood by everyone.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 11:34 pm. It was seconded by Councilman McGrath and passed with a unanimous vote.

Respectfully Submitted on Tuesday, July 21, 2020.



Linda C. McKinney, Town Clerk

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



June 22, 2020

MINUTES

The Holly Springs Town Council met in regular on Monday, June 22, 2020 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 6 p.m. A quorum was established as the mayor and five council members were present as the meeting opened.

Council Members Present: Mayor Sears, Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Tamara Ward, *Communication and Marketing*; Jeff Wilson, *Director IT*; Gina Clapp, *Director of Planning & Zoning*; Sean Ryan, *Planning*; Rachel Jones, *Engineering*; Patty Dressen, *Interim Director of Finance* Kathy White, *Town Deputy Clerk*.

Staff Members Present via video conferencing: Cassie Hack, *Director Communications and Marketing*; Tamara Ward, *Communications and Marketing*; LeeAnn Plumer, *Director Parks and Recreation*; Melissa Sigmund, *Planning & Zoning*; Mathew Mutter, *IT*; Kendra Parrish, *Director Engineering*; Irena Krstanovic, *Director Economic Development*; and Leroy Smith, *Fire Chief*.

2. and 3. The pledge of allegiance was recited followed by an invocation by Pastor Jim Littleton of Holly Springs United Methodist Church.

4. Agenda Adjustment: The June 22, 2020 meeting agenda was adopted with changes, if any, as listed: move agenda items 6, 7, 9, 10, and 11 to before item 5, Public Hearing.

Motion by: Berry

Second by: Kelly

Vote: Unanimous

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: three comments against making masks mandatory and one against public demonstrations.

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 Councilman Wolff and a unanimous vote. The following actions were affected:

6. 2020 Refinancing, Refunding, and New Debt Funding Projects – The Council approved Resolutions 20-15, 20-16, 20-17, 20-18, and 20-19. *Copies of these Resolutions are attached to these minutes.*

7. Fiscal Year 2019-2020 Year-End Budget Amendment – The Council approved the Fiscal Year 2019-2020 budget amendment.

A copy of the budget amendment is attached to these minutes.

NEW BUSINESS

9. Selection of Town Council's UDO Steering Committee Representative

Gina Clapp, Director of Planning and Zoning, said that in May, Council approved a contract with a consultant to assist in the rewriting of the Town's UDO. The project kick-off was held on June 1st and a public engagement plan is being developed. In July, Planning will conduct stakeholder meetings, and then Steering Committee meetings will begin. The Steering Committee is being formed to work hand in hand with the consultant team to provide advice, ensure delivery of the project outputs, and ensure the achievement of the project outcomes. They will also serve as project ambassadors throughout the process. This may also include providing advice about changes to the project as it develops. A Town Council representative and alternate are desired to serve as members of the Steering Committee. Ms. Clapp said that the committee would consist of staff representatives from Planning and Zoning, Engineering, and Parks & Recreation, a Town Council representative, Planning Board representative, a non-residential developer, a residential builder/developer; a residential architect; a non-residential architect; an engineer/land planner; a landscape architect; and a Chamber of Commerce representative. The committee is expected to meet up to once per month over a period of 16-18 months.

Councilwoman Kelly said that she was willing to serve on the committee in either capacity. Councilman McGrath said he would be happy to serve also.

Action: Motion to appoint Councilwoman Kelly as the primary representative and Councilman McGrath as the alternate representative of the Town Council to the Unified Development Ordinance Steering Committee.

Motion by: Wolff

Second by: Villadsen

Vote: Unanimous

10. Park Ordinance Update

LeeAnn Plumer, Director, Parks and Recreation, said the purpose of this agenda item is to establish general park ordinances for the safety and enjoyment of all park users, and to protect assets and the natural resources of Town parks and property. This effort is in line with the Strategic Plan Initiatives of a Healthy, Active, and Engaged Community, and Safe and Friendly. She said that these ordinances would ensure safe, equitable, and consistent use of Town Parks by establishing general park rules. She said that, as she said at the workshop, Chapter 10 is reserved for Park Ordinances. The new ordinance will be incorporated into Chapter 10 of Holly Springs' Municipal Code. Existing park related policies are located in Chapter 12 – Public Safety of the Holly Springs Municipal Code. Some of these would be modified by the proposed Ordinance, and others would be replaced. Ms. Plumer gave highlights of the proposed ordinances, such as clearly defining what a park is, and information around the hours of operation. The Prohibited Acts in Parks section will be amended to include vaping under the smoking prohibition.

Councilman McGrath asked if staff got any feedback from the Holly Springs Police Department about the enforcement. Ms. Plumer said staff had coordinated with them in writing these changes. The Town wants to enforce these through education first, unless there is an outrageous violation. Then staff would use the non-emergency Holly Springs Police Department number, if needed.

Action: Motion to adopt Ordinance 20-03 to create a new Parks and Recreation Ordinance regulating activities in Town parks, park facilities, and greenways.

Motion by: Villadsen

Second by: Kelly

Vote: Unanimous

11. COVID-19 Community Response

Councilman Wolff thanked his colleagues for adding this item to the agenda. He said there were two areas to be discussed. The first was around mask wearing, and the second the creation of a community task force to aid in our response to the virus. He said he requested this discussion in light of Wake County's announcement that they were going to leave the decision about masks to the municipalities, and the incredible amount of citizen engagement Council has gotten around this issue, both for and against, which has been passionate. He said he appreciated everyone reaching out with their input. This is something that is not political and needs to be discussed.

As far as a mask requirement, he said they could discuss making the issue mandatory, or they could discuss amending the Emergency Declaration ordinance to authorize Mayor Sears to issue a declaration, if he saw fit. He said he preferred the second approach. Raleigh's method of instituting it is the way to go, and therefore he would leave it up to Mayor Sears. He said he wanted this to be a fruitful discussion and not a debate about science and the facts being used. He said he might be the only one up here trained in epidemiology, and he is by no means an epidemiologist, and does not believe that Council is qualified to interpret health data. That's why we have professional public health officials. But he hoped they could have a discussion and reach a compromise on a difficult issue, to do what works best for our community. Mayor Sears said that the Wake County Mayors Association discussed this issue. Two Mayors were for requiring, Raleigh and Knightdale. The rest want to say "recommended." The Governor is saying "recommended" at this point. He said his phone calls are 60/40 in favor of recommended. He said he was concerned with the enforcement issue. Ninety percent of the people in Raleigh bars were not masked even though it's mandatory there. He said that if you have a concealed carry license, wearing a mask is a felony. He doesn't recommend requiring it.

Councilman McGrath offered a clarification on the concealed carry issue. He said that he spoke to the Town Attorney and wearing a mask with a concealed carry is a class 1 misdemeanor, not a felony, and remains a class 1 misdemeanor even if you do it multiple times. He said he was not in favor of the mandatory word. It is a very strong word. He watched some horrific verbal altercations in his travel across four states recently, where people were shouting and yelling at people for not wearing masks. He said there is already enough unrest right now, although thankfully that unrest is not in Holly Springs. He spoke to his brother-in-law who is a dentist outside of Seattle. What Washington State has done, which he sees as a middle ground, is they have mandated their businesses put up a sign that directs people to the CDC guidance that if you cannot maintain social distancing, that you wear a mask. He thinks that is a good compromise. He thinks this might be a compromise that would not put us in a challenge for enforcement, but would help people understand that if they are going to be in close proximity to others, that they should put a mask on.

Councilwoman Kelly said that the emails she read, about 100, brought up some good points. She took to heart the people who were concerned about enforcement, and medical conditions that prohibit mask wearing. Some of it is education on when a mask is possible. She pulled out the Kinston, NC recommendation language which says "are required to wear a clean face covering any time they are, or will be, in contact with other people who are not household members in public or private spaces where it is not possible to maintain social distance or where recommended social distancing practices are not being followed." She said that seemed more like common sense to her. She said we should look at this as education, and not put an emphasis on any other enforcement. She thinks modeling, as a town, would be great and pointed to the policy for town staff. If enforcement is more education, she would be in favor of coming up with something that keeps in mind the concerns people had.

MPT Berry said he thought it came down to common sense. If you are in a large group of people, wear a mask. He wore one at the Black Lives Matter event. He decided that it was in his personal tolerance, so he wore one. He does not feel that he needs to wear one in Town Hall,

because it is within his personal risk tolerance. People should have the ability to make their own decisions on whether they wear masks or not. The outreach Council has received has been really good. He tried to look at the articles and links to data that were sent. But he is content with what the Town has right now. Maybe it makes sense just to have a public education campaign on the state guidance. He said he would be comfortable using the Town's Communication and Marketing department to educate people on the state guidance. He does not want to model the Kinston language because it uses the word "required." As long as we tailor the message appropriately, he would be supportive. But he would not support changes to the emergency declaration.

Councilman Villadsen said he was digging into numbers, which is his background. Especially as it relates to Holly Springs. The positive test rate has not changed since Phase 2 opened. It was 10% positive test rate on May 22nd. On June 20th it was 9%. He said the increases are due to increased testing. The positive test rate has fluctuated from 8% to 10% since Phase 2's opening. The Holly Springs rate of infection is the lowest in Wake County, except Rolesville. Our rate is 3 times less than statewide, or Raleigh. It is a sign of our success and compliance. He said we should be thankful for that. He also looked at Durham County because they have had the mask requirement since April. Durham County's percentage case increase has not been less than Wake County's. He said he made a rough calculation based on population, that Holly Springs is about 1/3 of North Carolina's positive test rate. He said that compared to Wake County, to Raleigh, to NC as a whole, we are compliant. We should thank our residents for that. They are doing a good job being careful. Based on this information he is not comfortable going to mandatory, given that our numbers are so much better. He is in favor of strongly encouraging the continued use of masks in public, especially where social distancing is not feasible or is not happening.

Councilman Wolff said that like everyone else said, the feedback from the community was very helpful, and any time we get great engagement it is worth discussion. He said that he chooses to wear a mask, and as a small business owner he has instituted a mask requirement in his hospital, where all his staff wear masks at all times. He does it, not to protect himself, because if anything is clear, the data shows that it is not going to protect the wearer who is exposed to the virus. It is to protect others from the wearer, if he were infected and potentially shedding. While he respects the idea of letting others make their own decisions, there is a duty to our community to protect others. There are some good compromises mentioned. Having the business community involved is a good idea. Enforcement is always going to be an issue, but if Council set the bar that every new ordinance has to be 100% enforceable and 100% effective, we wouldn't pass any laws. Even in Raleigh with the strict ordinance they passed, they are focusing on education, not enforcement. He said he would always err on the side of caution, and on the side of pro-action. If something as simple as wearing a mask will keep us from sliding back and having to close down again, he thinks it's a good idea. He wants schools to open, he wants businesses to stay open. If it's not the will of the Council to do that, then requiring businesses to post the NCDHHS or CDC information is a good compromise. He wouldn't require businesses to enforce it, but to require them to post it is a good start.

Councilman McGrath said he agreed, but his challenge is between NCDHHS, CDC and WHO recommendations, which all vary a little bit. NCDHHS is the most vague about masks, which leaves it open and doesn't explain it to people. He asked that Council use caution on that. The CDC guidance is almost exactly what Councilwoman Kelly read, and he thinks this is the recommendation to use. This is a cultural thing. He has lived in Asia, where people put a mask on whenever they are sick for the protection of others. This is an educational thing. If we remind people, when they go into closed spaces where they can't socially distance, if we remind people to wear a mask, he thinks that would be good idea.

Mayor Sears said he would hope that even if you disagree with him, you know that he is doing what he thinks is the right thing for Holly Springs. His current question is what's next.

Councilman Wolff said he is supportive of businesses posting educational information. He likes the 3 Ws. It's easy to remember and consistent across the state. Councilman McGrath said he would support that if we have the caveat "when you can't maintain social distancing." The 3 Ws are catchy and easy to remember, but without the caveat people are going to quibble about the rules.

Councilwoman Kelly said what she likes about the 3 Ws is that it is simple. We're already saying it's not mandatory, so she prefers to keep it clean - no asterisks - because people won't read them. Her other question is, what is the curve. When would Council revisit this? Because the numbers have jumped in recent days. Councilman Wolff said he thinks that's for the Mayor to decide, and asked what metrics he would use. Mayor Sears said that what percentage have tested positive is the number he would be concerned about. The percentage has only gone from about 8% to 10%. He thinks there are some people who add fear to facts. The data he has makes him prefer recommended rather than mandatory.

Councilman Wolff asked, to be clear, if people can get zip code specific test data, or just case data from the NCDHHS. Councilman Villadsen said only case data was available at that level. He said he used that to make rough calculations. Councilman Wolff said that if Council were using percentage positive they would need to rely on Wake County data. He asked if Council could agree on a percentage where they should revisit this discussion. Mayor Sears said that if the numbers go to 20% or 25%. Councilman Villadsen said that if the percentages rise above 10% he believes the Governor would make it state wide. Holly Springs is well below that, but is along for the ride because of state data.

Mayor Sears said he was unhappy with this discussion. He said he did what he thought was the right thing, and he said looking at Raleigh's "success" with enforcement, he's sticking with what he said.

Councilman McGrath said he thinks Council has reached a consensus about the requirement. But the 3W's say "if you leave home" and CDC says "if social distancing is difficult to maintain." It's adding a couple of words, but he thinks they are important. He thinks they should be added to the 3Ws.

Councilman Wolff said if Council's action is to promote the Governor's recommendation, then we should do it without fiddling with it. Mayor Sears said he was fine with that. Council has supported all the Governor's actions that are mandatory. If he changes his mind, Council will support that. Most people know that the Mayor has the authority to make restrictions more strict than the Governor's, but not less. If he makes it mandatory, Mayor Sears said he wouldn't agree with it but he would go with it.

Councilman Wolff asked if this were in the form of a motion, what it would look like. Motion to require businesses within Holly Springs to post the Governor's 3W guidelines in a conspicuous location at their businesses, and the Town will provide resources?

MPT Berry said he doesn't like requiring businesses to post guidelines. He thinks they should be able to make their own decision. He is OK with using Town resources to put that message out there, but not requiring businesses to post it. Using the word "require" would cause the same enforcement issues with this as with mandatory mask wearing.

Action: Motion to direct staff to provide materials to local businesses with the 3 W guidelines, and recommend that they post them in a conspicuous manner at their establishments.

Motion by: Wolff

Second by: Villadsen

Vote:

Aye: Wolff, Villadsen, Berry, McGrath

Nay: Kelly

The motion passed.

Councilman McGrath shared guidelines from FEMA on pre- and post-crisis management, and a proposed outline for a Restart Holly Springs task force. He said that they have been talking about it for months, and should take this opportunity to lead out of the darkness of COVID and get information out in an educational process. What are the disparities between different organizations? Everyone coming together and sharing best practices is what a task force is. Bringing different bits of information to the table to solve a common problem. He read the joint statement "We are committed to rebuilding public trust and confidence in Holly Springs' motto of being a great place to live, work, play, and shop. We will do this by bringing together representatives across our

community to establish recommended solutions and best practices as we 'restart' our societal interactions." He suggested that the task force be tasked with determining Desired Outcomes by evaluating community conditions, assessing holistic risks, developing a risk/reward matrix, and forecasting future needs. He recommended that the task force include representatives of civic leadership, health care experts, chamber of commerce, non-profit organizations, faith community leaders, large business representative, small business representatives, public safety representative, and representatives from the community at large. He thinks it needs to be limited to fewer than twenty people so that everyone is heard. He said this would be an opportunity for Council to facilitate our community coming together for this conversation. This is not policy setting, it's coming up with best practices to move forward.

MPT Berry asked who the audience would be for the output. Is it Council as a body, the Town and all of its residents? Where does it go once it leaves the task force and how is it implemented? Councilman McGrath said the key thing is a public joint statement: here is why we did this, here is what we are doing. Then each of those things would go from the representative to their community - the faith community, the chamber of commerce, etc. The FEMA guide is one he shared with Triangle J COG. It is a framework to get you thinking. As an example, our Economic Development team has done a great job with that throughout this situation. If we want to get to the point where we have a web site where we share best practices, that might be something we decide as we go along.

Mayor Sears asked if Council would like to take this back, make suggestions and ask people for comments.

Councilman McGrath suggested that if his colleagues were going to do that, they should start socializing this with groups. There were questions around what people were being asked to commit to, how much time would be involved, and how to keep people engaged and focused.

5. Public Hearing: Carolina Springs Master Plan 19-MAS-03

Sean Ryan, Planning & Zoning, said that the proposed Master Plan and Special Exception Use is the first step in dividing the Planned Unit Development (PUD) into the proposed development districts as outlined in the PDU land use plan. The property is located on 400 acres. This is a large and complex project. He said that the PUD was approved in May 2019, the next stage was the Master Plan, where we are now. If it is approved, it will be followed by the Development Plan and Subdivision Plans for the various components of the project. Mr. Ryan said that the SEU was needed for the two pump stations in Neighborhood District. The Land Use and Character Plan designates the parcels as Regional Center, Mixed Residential Neighborhood, and Natural areas. Mr. Ryan showed the zoning surrounding the PUD, and a look at the development of the Master Plan, and the location of the two proposed pump stations. He showed how the Master Plan from the PUD shows different areas of development, and how the Master Plan shows how those PUD plans would be brought to fulfillment.

Bronwyn Bishop, Engineering, said the master plan establishes the major locations for infrastructure. She showed the potable water, reclaimed water, and sewer connections, and the planned placement of the two pump stations. Adjacent properties have been stubbed for utilities. The SEU is for the location of both pump stations, but the site plan is for Pump Station 1 only. Pump Station 2 will come before Council at a later date. Pump Station 1 does meet all the design requirements for security - a 6 foot locked fence with barbed wire on top, lighted, in line with standards for pump stations. She gave an overview of Pump Station 1, which is slated for the corner of Woods Creek Rd. and the new public street, with right in access off Woods Creek Rd., and exit to the new public street. The transportation plan includes road widening. The other portion of Old Holly Springs Apex Rd. has no plans to be widened by Apex or the County or NC DOT. Woodfield Dead End Road would be widened and paved. That will be taken over by the Town at the time it is constructed, approved, and under warranty. There is a portion of Woodfield Dead End Rd. that is in the ETJ, but not in the PUD. That part of the Road will not be improved unless those properties are annexed into the Town. Next she showed the landscape plan, which includes opaque buffer on all sides, and a semi-opaque thoroughfare landscaping on the Woods Creek Road side. Ms. Bishop said that the TIA indicated that Woods Creek Rd. Woodfield Dead End Road, and Old

Holly Springs Apex Road would need widening. Woodfield is currently a gravel road, but it would be taken over by the Town after improvement. The decision to take over the maintenance of Woodfield Dead End will be coming before you next month. There would be a road constructed to connect Old Holly Springs Apex Rd. to Woodfield Dead End Road. Ms. Bishop showed the locations of proposed greenways to be constructed. A TIA was completed with the PUD. With the Master Plan the traffic phasing memo was submitted, which breaks the PUD into sections with associated trip generation to say what off-site improvements will be triggered at that phase of construction. Traffic signals are not warranted at this time, but will be monitored with each development and subdivision plan that comes in. When they are warranted by DOT they will be designed and installed.

Planning Board Recommendation

Chris Deshazor, Planning Board, said the Planning Board discussed the following issues and concerns on May 26, 2020:

- The location of the pump stations;
- Traffic impact analysis and proposed road improvements;
- Traffic flow and interconnectivity and whether the roadways are adequate;
- Street tree requirements and concerns about adequate growth area; and
- Broadband internet utility installation in the project.

The Planning Board recommended approval with a vote of 9 – 0 – 0.

Councilwoman Kelly asked if the question of accommodating busses came up again. Mr. Deshazor said that that came up in January, and became a discussion of Uber v. taxis during the discussion of architectural standards, but it did not come up in the pump station discussion.

Mr. Ed Tang of Withers Ravenel said he had site engineers, traffic engineers, and representatives of the builder here to answer any questions. He said he is a registered professional engineer in NC and FL and has been practicing since 1994, and in the triangle area since 2003. The PUD was approved in May of 2019. The Architectural Design Guidelines were approved by Council in February 2020. He said that the Master Plan presented tonight establishes the primary circulation network, tree preservation, primary utility network, and common landscaping. The development plans and subdivision plans would be presented later. He showed the PUD that was approved last year, with the various districts of the PUD, including the location of the Town Park and the two pump stations, the future IcePlex, the mixed-use office retail, and the neighborhood district. There is also a parcel for a Town park. The Master Land Use Plan brings more engineering detail, showing the collector road, the N-S road, and the surrounding road network. The Plan also shows the natural areas. The creeks (Big Branch and Little White Oak Creek) are the lowest points on the site, and Woodfield Dead End Rd. is the ridgeline for the area. He showed a basic grading plan, including Stormwater control measures. The map showed the E51 Wake County Public Schools site to the west of the site. He showed the water, sewer and reclaimed water plans on the plan. The two pump stations are the subject of the SEU tonight. Of the 2 pump stations: #2 will pump into #1, which is the workhorse of the two. Pump Station 1 will pump to the Utley Creek water treatment plant. He showed an overview of the site plan that would be presented later in the agenda. They are providing landscape buffering around it, and access for the workers. This is not manned or open to the public, it is only available to maintenance staff. He showed photos of typical pump stations. He showed the landscape plan for Pump Station 1, including the dense landscaping, and a pond for more separation. He entered into the record the following 10 Findings of Fact for Pump Station Number 1:

1. Not injurious to public health, safety, comfort, community moral standards, convenience, or general welfare
2. Will not adversely affect the adjacent area or property values
3. Consistent with the District Character and TOHS Land Use Plan
4. Conforms to the Town development standards
5. Access driveways are sufficient to handle ingress and egress, and are safe

6. Off-street parking and loading areas are arranged in a safe and convenient manner to minimize adverse impact to surrounding properties
7. The station does not have employees or visitors and therefore has adequate facilities
8. No impacts to utilities, schools, and emergency services
9. The location and arrangement of the uses on the site will meet the Town's requirements for screening, buffering and landscaping to be harmonious to adjacent property
10. The use will not attract people or cause nuisances to adjoining property of the neighborhood.

Action 1: Motion to adopt Resolution 20-14 to make and accept the Findings of Fact for consideration of and to approve Special Exception Uses.

Motion by: Villadsen

Second by: Wolff

Vote: Unanimous

Action 2: Motion to approve master plan for Carolina Springs.

Motion by: Wolff

Second by: Berry

Vote: Unanimous

8. Carolina Springs Pump Station #1 Preliminary Site Plan

Bronwyn Bishop, Engineering, said Council had heard about this some in the earlier item. Then she showed the gravity main into the site, and the force main out of the site, which Mr. Tang had shown in his presentation. There is right in only access for maintenance trucks off of Woods Creek Road, with an exit onto the new public street, which prevents them driving through the residential areas. She showed the landscaping from more opaque to lower opaque, and the tree preservation area which would further screen the pump station.

Mr. Tang said that tonight Council is considering Pump Station 1 only. This will serve all of Carolina Springs. He said that they had been working with the staff to meet the engineering and design standards of the town. The station will be surrounded by evergreen plantings. Components of the pump station are an underground wet well that collects the sewage; a weatherproof building to protect the electrical systems; a chemical tank; an emergency generator in case the power goes out; a security light; and a jib crane which hoists and lowers the pumps in the wet well when they need maintenance. There is a gated security fence, with barbed wire on the top. A jib crane varies in height, but they expect to need one 15 feet tall. The electrical building is approximately 8 feet tall to house items that need to be out of the elements and weather.

MPT Berry asked when they expected the second pump station to come up. Mr. Tang, said they were working with Wake County Public Schools on it now, so he imagined it would be some time later this year, if COVID did not delay it.

Councilman McGrath asked if maintenance vehicles were just standard trucks or something larger. Mr. Tang said he thought the Town required a WB-50 truck, a large enough vehicle to transport the chemicals to serve the facility, larger than a FedEx truck, but the access is adequate to accommodate them.

Councilman McGrath said the reason he asked that, was that he drove out Old Holly Springs Apex Rd., and a small trailer towed behind a truck stopped traffic for about two minutes at the bridge near the Firearms Training Center. He said that as Council talks about this development, the access to the development, and the insufficient bridges need to be dealt with. It was pointed out that these are NC DOT bridges. Ms. Bishop said that the bridge was planned to be put out to bid in Jan 2020, but it was delayed due to funding issues with NC DOT. It is planned for bid opening in January of 2022, but the design has been delayed.

Mayor Sears said he is anxious to get this project going, especially the ice-plex

Action: Motion to approve Pump Station Site 1 for Carolina Springs.

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Motion by: Kelly
Second by: Wolff
Vote: Unanimous

OTHER BUSINESS

Mayor Sears said if you look at the world today and you look at our area even, let's all be nice to each other, and agree to disagree if we need to. There's a lot of hate in this world and we need to be nice.

Councilman Wolff said he participated in the Better Together Black Lives Matter march in Holly Springs. He said he is proud of the community coming together and protesting peacefully. He thanked colleagues who came out to support the marches. There was a lot of shared hope, shared pain, and shared love. The event was organized by three local teenagers who did a great job. And they involved the Holly Springs Police Department in the planning from the beginning. He said the Town should thank our police department for their partnership, not only at Saturday's events, but for numerous events that happened before. It is very easy to look at other areas and see the police as the enemy, but in Holly Springs we are very lucky to have a Police Department that view themselves, and have acted as, partners in this movement, not only in protecting protesters, but in supporting them and helping them plan. At one event Captain Patterson organized the protesters and even loaned his bullhorn so that they could be heard. A few participants suffered from the heat and collapsed, and the Police Department was right there with first aid. Does this mean our town is perfect? No. But he said he is incredibly proud of how proactive and introspective the HSPD are and have been. When presented with the 8 Can't Wait policies, they jumped at the opportunity to review their own policies. Unsurprisingly, most were already in place, and the one that wasn't they added immediately. Thanks to everyone who came out, the organizers, colleagues, and the Holly Springs Police.

Mayor Sears and Councilman Villadsen agreed.

Councilman McGrath said that he and Councilman Villadsen had a conversation with the adult organizer about where and how we can work toward unity and not division. He said we have gotten a rash of emails from people who are agitators and want to "defund the police." He would like people to think about whether they mean "defund law enforcement." He said we don't have any "bad actors" to our knowledge in our Police Department, and we have a good relationship between our Police Department and the community. We have to be cautious that people don't use that as a false narrative. It's one thing to take out people who are not up to standard vs. defunding law enforcement. We have had some incidents against our Police Department that have gone undiscussed and they have handled it with grace. He asked that we look at an equal level of grace across the board as we look at how we can move forward in a better fashion and also continue to support our Police department.

Mayor Sears asked people to go to the Transparency Portal on our web site and see the information that is available about the police department there.

Councilwoman Kelly said she had 3 things to say.

1. This week on Thursday the Wake County Board of Elections is making a decision on early voting sites. She asked if Council would consider sending a letter to them asking for the Hunt Center to be a location for early voting. We have had it in the past and have done well. Consensus was to send a letter.
2. There are odor issues with the South Wake Landfill. She said she is talking with people from the County. They are looking at a pilot program and Council is watching it closely. They understand that it is an issue and it cannot continue. She asked that residents please keep filling out the form and keep talking to Council about it because it is a high priority for us to discuss with the County Commissioners.
3. She said she appreciates all the emails she has received. This is a moment to listen to a conversation that we have not had before. She is trying to hear the nuances in people's concepts. They do not always mean the same thing when they say, for example "defund the police." Sometimes it's not that they don't want police, it's maybe looking at another way not to escalate as

much. She's been meeting with a lot of people, one on one, trying to walk in other people's shoes and see things from other perspectives.

Mayor Sears said that Commissioners Matt Calabria and Sig Hutchinson are friends of Holly Springs. They said the landfill is continuing a test of using highly oxygenated water in odor control. The County, due to Holly Springs' persuasion, is hiring their own people to do the spraying and adding 40 more acres to the pilot program. So there is hope that it might help.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he wanted to thank the Mayor and Council for their willingness to have extra meetings in June. Hopefully they are back on track with planning items.

Second, there is no meeting on July 7th, the next meeting is a workshop on the 14th of July.

CLOSED SESSION:

The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to discuss a potential litigation matter relating Green Oaks Crossing proposed subdivision.

Motion by: Berry

Second by: Wolff

Vote: Unanimous

Motion to leave closed session was made by Councilman Villadsen, seconded by Councilwoman Kelly, and passed with a unanimous vote.

Adjournment: Councilman Villadsen made a motion to adjourn at 8:10 pm. It was seconded by Councilwoman Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, July 21, 2020.



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#: 11.

Consent Agenda

Title: Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Staff Resource: Patty Dressen, Finance

Action(s):

Receive report. No further action is required.

Explanation:

Each month, the finance department provides a report to Council on operational budget amendments approved by the Town Manager or that are accomplished at the direction of Town Council. The budget ordinance for the Town of Holly Springs mandates this regular report to the Council for inclusion in the Council's minutes.

Background:

Funding Source(s):

N/A

Attachment(s):

1. 7.21.20 Budget Amendments

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
320.13 - Development Fees TIA Fees				Amended Balance as of: 6/1/2020		\$56,000.00
	06/03/2020	2020-00005475	Engineering Review Fee Revenue	\$20,000.00	\$0.00	\$76,000.00
				\$20,000.00	\$0.00	\$76,000.00
323.01 - Development Fees-in-Lieu Parks & Recreation				Amended Balance as of: 6/1/2020		\$1,500,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$1,500,000.00	\$0.00	\$3,000,000.00
				\$1,500,000.00	\$0.00	\$3,000,000.00
340.06 - Other Revenues Sale of Assets				Amended Balance as of: 6/1/2020		\$29,986.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$14,900.00	\$0.00	\$44,886.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$283,075.00	\$0.00	\$327,961.00
	06/24/2020	2020-00005827	Reclassifying Earnest Money for Sale of Earp/Main	\$0.00	\$14,900.00	\$313,061.00
				\$297,975.00	\$14,900.00	\$313,061.00
340.14 - Other Revenues Donations-Parks & Recreation				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$15,000.00	\$0.00	\$15,000.00
				\$15,000.00	\$0.00	\$15,000.00
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$937,924.00
	06/24/2020	2020-00005827	Reclassifying Earnest Money for Sale of Earp/Main	\$14,900.00	\$0.00	\$952,824.00
				\$14,900.00	\$0.00	\$952,824.00
355.11 - Other Financing Sources Approp from Fund Balance				Amended Balance as of: 6/1/2020		\$1,093,621.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$810.00	\$0.00	\$1,094,431.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$1,594,431.00
				\$500,810.00	\$0.00	\$1,594,431.00
355.22 - Other Financing Sources Operating Tsfr Streets Reserves				Amended Balance as of: 6/1/2020		\$43,488.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$543,488.00
				\$500,000.00	\$0.00	\$543,488.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$14,900.00	\$0.00	\$14,900.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$30,000.00	\$0.00	\$44,900.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$283,075.00	\$0.00	\$327,975.00
				\$327,975.00	\$0.00	\$327,975.00
95.21 - Operating Transfers Parks & Recreation Reserves				Amended Balance as of: 6/1/2020		\$1,519,986.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$810.00	\$0.00	\$1,520,796.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$15,000.00	\$0.00	\$1,535,796.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$1,500,000.00	\$0.00	\$3,035,796.00
				\$1,515,810.00	\$0.00	\$3,035,796.00
95.22 - Operating Transfers Transfer Street Reserves				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$500,000.00
				\$500,000.00	\$0.00	\$500,000.00
Department: 410 Central Services						
20.01 - Utilities Telephone				Amended Balance as of: 6/1/2020		\$65,000.00
	06/23/2020	2020-00005800	EOY - Central Services	\$0.00	\$15,000.00	\$50,000.00
				\$0.00	\$15,000.00	\$50,000.00
20.02 - Utilities Cell				Amended Balance as of: 6/1/2020		\$150,000.00
	06/23/2020	2020-00005800	EOY - Central Services	\$15,000.00	\$0.00	\$165,000.00
				\$15,000.00	\$0.00	\$165,000.00
20.03 - Utilities Electric				Amended Balance as of: 6/1/2020		\$475,000.00
	06/23/2020	2020-00005800	EOY - Central Services	\$30,000.00	\$0.00	\$505,000.00
				\$30,000.00	\$0.00	\$505,000.00
20.04 - Utilities Gas				Amended Balance as of: 6/1/2020		\$47,500.00
	06/23/2020	2020-00005800	EOY - Central Services	\$0.00	\$10,000.00	\$37,500.00
				\$0.00	\$10,000.00	\$37,500.00
50 - Fuel				Amended Balance as of: 6/1/2020		\$330,000.00
	06/16/2020	2020-00005680	Police Vehicle Maintenance	\$0.00	\$1,440.00	\$328,560.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 410 Central Services						
50 - Fuel				Amended Balance as of: 6/1/2020		\$330,000.00
	06/23/2020	2020-00005800	EOY - Central Services	\$0.00	\$35,000.00	\$293,560.00
				\$0.00	\$36,440.00	\$293,560.00
81.02 - Fees & Fines Property Tax Collection				Amended Balance as of: 6/1/2020		\$96,000.00
	06/23/2020	2020-00005800	EOY - Central Services	\$15,000.00	\$0.00	\$111,000.00
				\$15,000.00	\$0.00	\$111,000.00
82.03 - Miscellaneous Wellness Incentives				Amended Balance as of: 6/1/2020		\$100,000.00
	06/23/2020	2020-00005799	EOY - Admin / Central Services	\$0.00	\$7,100.00	\$92,900.00
				\$0.00	\$7,100.00	\$92,900.00
82.15 - Miscellaneous Claims & Judgments				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$500,000.00
				\$500,000.00	\$0.00	\$500,000.00
Department: 410 Central Services Totals:				\$560,000.00	\$68,540.00	
Department: 412 Administration						
Sub Department: 11 Town Manager						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$367,851.00
	06/23/2020	2020-00005801	EOY - Town Manager	\$7,000.00	\$0.00	\$374,851.00
				\$7,000.00	\$0.00	\$374,851.00
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$579.00
	06/23/2020	2020-00005801	EOY - Town Manager	\$100.00	\$0.00	\$679.00
				\$100.00	\$0.00	\$679.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$24,220.00
	06/23/2020	2020-00005799	EOY - Admin / Central Services	\$7,100.00	\$0.00	\$31,320.00
				\$7,100.00	\$0.00	\$31,320.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 412 Administration						
Sub Department: 11 Town Manager						
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$18,393.00
06/23/2020	2020-00005801	EOY - Town Manager		\$500.00	\$0.00	\$18,893.00
				\$500.00	\$0.00	\$18,893.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$33,107.00
06/23/2020	2020-00005801	EOY - Town Manager		\$2,100.00	\$0.00	\$35,207.00
				\$2,100.00	\$0.00	\$35,207.00
02.09 - Employee Benefits Dental Insurance				Amended Balance as of: 6/1/2020		\$1,404.00
06/23/2020	2020-00005801	EOY - Town Manager		\$100.00	\$0.00	\$1,504.00
				\$100.00	\$0.00	\$1,504.00
02.14 - Employee Benefits Vision -Town Manager				Amended Balance as of: 6/1/2020		\$0.00
06/23/2020	2020-00005801	EOY - Town Manager		\$100.00	\$0.00	\$100.00
				\$100.00	\$0.00	\$100.00
05.01 - Car Allowance Car Allowance				Amended Balance as of: 6/1/2020		\$3,600.00
06/23/2020	2020-00005801	EOY - Town Manager		\$100.00	\$0.00	\$3,700.00
				\$100.00	\$0.00	\$3,700.00
Sub Department: 11 Town Manager Totals:				\$17,100.00	\$0.00	
Sub Department: 12 Human Resources						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$237,225.00
06/23/2020	2020-00005801	EOY - Town Manager		\$0.00	\$10,000.00	\$227,225.00
				\$0.00	\$10,000.00	\$227,225.00
Sub Department: 12 Human Resources Totals:				\$0.00	\$10,000.00	
Department: 412 Administration Totals:				\$17,100.00	\$10,000.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 418 Police Department						
Sub Department: 18 Law Enforcement						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$4,207,627.00
06/23/2020	2020-00005794	EOY - Police		\$0.00	\$36,000.00	\$4,171,627.00
				\$0.00	\$36,000.00	\$4,171,627.00
41.02 - Maintenance & Repair Vehicles						
				Amended Balance as of: 6/1/2020		\$46,851.00
06/16/2020	2020-00005680	Police Vehicle Maintenance		\$1,440.00	\$0.00	\$48,291.00
				\$1,440.00	\$0.00	\$48,291.00
Sub Department: 18 Law Enforcement Totals:				\$1,440.00	\$36,000.00	
Sub Department: 19 Telecommunications						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$600,224.00
06/23/2020	2020-00005794	EOY - Police		\$30,000.00	\$0.00	\$630,224.00
				\$30,000.00	\$0.00	\$630,224.00
02.06 - Employee Benefits 401K						
				Amended Balance as of: 6/1/2020		\$31,362.00
06/23/2020	2020-00005794	EOY - Police		\$1,000.00	\$0.00	\$32,362.00
				\$1,000.00	\$0.00	\$32,362.00
02.07 - Employee Benefits Retirement						
				Amended Balance as of: 6/1/2020		\$56,451.00
06/23/2020	2020-00005794	EOY - Police		\$5,000.00	\$0.00	\$61,451.00
				\$5,000.00	\$0.00	\$61,451.00
Sub Department: 19 Telecommunications Totals:				\$36,000.00	\$0.00	
Department: 418 Police Department Totals:				\$37,440.00	\$36,000.00	
Department: 420 Fire & Rescue						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$60,000.00
06/23/2020	2020-00005780	Fire Amendment to adjust professional services		\$1,000.00	\$0.00	\$61,000.00
06/23/2020	2020-00005807	EOY - Town Council Amendment		\$0.00	\$30,000.00	\$31,000.00
				\$1,000.00	\$30,000.00	\$31,000.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 420 Fire & Rescue						
15.02 - Training & Travel Training				Amended Balance as of: 6/1/2020		\$30,000.00
	06/23/2020	2020-00005780	Fire Amendment to adjust professional services	\$0.00	\$1,000.00	\$29,000.00
				\$0.00	\$1,000.00	\$29,000.00
Department: 420 Fire & Rescue Totals:				\$1,000.00	\$31,000.00	
Department: 425 Parks & Recreation						
Sub Department: 25 Cultural Center						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$182,409.00
	06/23/2020	2020-00005797	EOY - Parks Cultural Center	\$2,000.00	\$0.00	\$184,409.00
				\$2,000.00	\$0.00	\$184,409.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$25,053.00
	06/23/2020	2020-00005797	EOY - Parks Cultural Center	\$500.00	\$0.00	\$25,553.00
				\$500.00	\$0.00	\$25,553.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$16,642.00
	06/23/2020	2020-00005797	EOY - Parks Cultural Center	\$1,000.00	\$0.00	\$17,642.00
				\$1,000.00	\$0.00	\$17,642.00
Sub Department: 25 Cultural Center Totals:				\$3,500.00	\$0.00	
Sub Department: 26 Park & Field Maintenance						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$424,293.00
	06/23/2020	2020-00005795	EOY - Parks Athletics	\$0.00	\$4,100.00	\$420,193.00
	06/23/2020	2020-00005796	EOY - Parks Community Center	\$0.00	\$9,000.00	\$411,193.00
	06/23/2020	2020-00005797	EOY - Parks Cultural Center	\$0.00	\$3,500.00	\$407,693.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$0.00	\$13,000.00	\$394,693.00
				\$0.00	\$29,600.00	\$394,693.00
Sub Department: 26 Park & Field Maintenance Totals:				\$0.00	\$29,600.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 425 Parks & Recreation						
Sub Department: 27 Community Center/Program						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$724,924.00
	06/23/2020	2020-00005796	EOY - Parks Community Center	\$4,000.00	\$0.00	\$728,924.00
				\$4,000.00	\$0.00	\$728,924.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$36,547.00
	06/23/2020	2020-00005796	EOY - Parks Community Center	\$1,000.00	\$0.00	\$37,547.00
				\$1,000.00	\$0.00	\$37,547.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$65,784.00
	06/23/2020	2020-00005796	EOY - Parks Community Center	\$4,000.00	\$0.00	\$69,784.00
				\$4,000.00	\$0.00	\$69,784.00
Sub Department: 27 Community Center/Program Totals:				\$9,000.00	\$0.00	
Sub Department: 29 Athletics						
01.03 - Salaries & Wages Overtime				Amended Balance as of: 6/1/2020		\$10,000.00
	06/23/2020	2020-00005795	EOY - Parks Athletics	\$3,000.00	\$0.00	\$13,000.00
				\$3,000.00	\$0.00	\$13,000.00
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$347.00
	06/23/2020	2020-00005795	EOY - Parks Athletics	\$100.00	\$0.00	\$447.00
				\$100.00	\$0.00	\$447.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$13,388.00
	06/23/2020	2020-00005795	EOY - Parks Athletics	\$1,000.00	\$0.00	\$14,388.00
				\$1,000.00	\$0.00	\$14,388.00
Sub Department: 29 Athletics Totals:				\$4,100.00	\$0.00	
Sub Department: 30 Public Facilities Maint						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$107,188.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$5,000.00	\$0.00	\$112,188.00
				\$5,000.00	\$0.00	\$112,188.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 425 Parks & Recreation						
Sub Department: 30 Public Facilities Maint						
01.03 - Salaries & Wages Overtime				Amended Balance as of: 6/1/2020		\$2,500.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$2,000.00	\$0.00	\$4,500.00
				\$2,000.00	\$0.00	\$4,500.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$12,527.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$2,500.00	\$0.00	\$15,027.00
				\$2,500.00	\$0.00	\$15,027.00
02.03 - Employee Benefits Disability Insurance				Amended Balance as of: 6/1/2020		\$439.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$500.00	\$0.00	\$939.00
				\$500.00	\$0.00	\$939.00
02.04 - Employee Benefits FICA				Amended Balance as of: 6/1/2020		\$6,851.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$500.00	\$0.00	\$7,351.00
				\$500.00	\$0.00	\$7,351.00
02.05 - Employee Benefits Medicare				Amended Balance as of: 6/1/2020		\$1,603.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$500.00	\$0.00	\$2,103.00
				\$500.00	\$0.00	\$2,103.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$5,485.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$1,000.00	\$0.00	\$6,485.00
				\$1,000.00	\$0.00	\$6,485.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$9,872.00
	06/23/2020	2020-00005798	EOY - Parks Public Facilities	\$1,000.00	\$0.00	\$10,872.00
				\$1,000.00	\$0.00	\$10,872.00
Sub Department: 30 Public Facilities Maint Totals:				\$13,000.00	\$0.00	
Department: 425 Parks & Recreation Totals:				\$29,600.00	\$29,600.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 432 Engineering						
12.09 - Professional & Technical Service Development Review				Amended Balance as of: 6/1/2020		\$53,000.00
	06/03/2020	2020-00005475	Engineering Review Fee Revenue	\$20,000.00	\$0.00	\$73,000.00
				\$20,000.00	\$0.00	\$73,000.00
Department: 432 Engineering Totals:				\$20,000.00	\$0.00	
Fund Totals: General Fund				\$5,857,610.00	\$190,040.00	
Fund: 11 PayGo						
355.02 - Other Financing Sources Transfers from General Fund				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$25,000.00	\$0.00	\$25,000.00
				\$25,000.00	\$0.00	\$25,000.00
Department: 101 Downtown Development Incentive						
12.05 - Professional & Technical Service Contract Services				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$25,000.00	\$0.00	\$25,000.00
				\$25,000.00	\$0.00	\$25,000.00
Department: 101 Downtown Development Incentive Totals:				\$25,000.00	\$0.00	
Fund Totals: PayGo				\$50,000.00	\$0.00	
Fund: 21 Parks & Recreation Reserve Fund						
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$6,573,565.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$150,000.00	\$0.00	\$6,723,565.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$300,000.00	\$0.00	\$7,023,565.00
				\$450,000.00	\$0.00	\$7,023,565.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$6,593,551.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$150,000.00	\$0.00	\$6,743,551.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$300,000.00	\$0.00	\$7,043,551.00
				\$450,000.00	\$0.00	\$7,043,551.00
Fund Totals: Parks & Recreation Reserve Fund				\$900,000.00	\$0.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 22 Streets Reserve Fund						
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$1,248,170.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$1,748,170.00
				\$500,000.00	\$0.00	\$1,748,170.00
355.04 - Other Financing Sources Transportation Bond Loan				Amended Balance as of: 6/1/2020		\$1,068,450.00
	06/17/2020	2020-00005698	Holly Springs Rd PhII interfund loan	\$2,000,000.00	\$0.00	\$3,068,450.00
				\$2,000,000.00	\$0.00	\$3,068,450.00
95.04 - Operating Transfers Transportation Bond Loan				Amended Balance as of: 6/1/2020		\$1,288,450.00
	06/17/2020	2020-00005698	Holly Springs Rd PhII interfund loan	\$2,000,000.00	\$0.00	\$3,288,450.00
				\$2,000,000.00	\$0.00	\$3,288,450.00
95.10 - Operating Transfers Transfer to General Fund				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$500,000.00	\$0.00	\$500,000.00
				\$500,000.00	\$0.00	\$500,000.00
Fund Totals: Streets Reserve Fund				\$5,000,000.00	\$0.00	
Fund: 23 Water Reserve Fund						
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$1,379,551.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$937,440.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$3,340,091.00
				\$2,402,651.00	\$442,111.00	\$3,340,091.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$1,379,551.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$937,440.00
				\$0.00	\$442,111.00	\$937,440.00
95.30 - Operating Transfers Transfers Utility Fund				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$2,402,651.00
				\$2,402,651.00	\$0.00	\$2,402,651.00
Fund Totals: Water Reserve Fund				\$4,805,302.00	\$884,222.00	
Fund: 24 Waste Water Reserve Fund						
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$2,249,591.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$1,807,480.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 24 Waste Water Reserve Fund						
355.01 - Other Financing Sources Operating Transfers				Amended Balance as of: 6/1/2020		\$2,249,591.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$4,210,131.00
				\$2,402,651.00	\$442,111.00	\$4,210,131.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$2,249,591.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$1,807,480.00
				\$0.00	\$442,111.00	\$1,807,480.00
95.30 - Operating Transfers Transfers Utility Fund				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$2,402,651.00
				\$2,402,651.00	\$0.00	\$2,402,651.00
Fund Totals: Waste Water Reserve Fund				\$4,805,302.00	\$884,222.00	
Fund: 30 Utility Fund						
305.02 - Water Sales Commercial				Amended Balance as of: 6/1/2020		\$978,695.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$96,000.00	\$0.00	\$1,074,695.00
				\$96,000.00	\$0.00	\$1,074,695.00
306.02 - Sewer Sales Commercial				Amended Balance as of: 6/1/2020		\$819,576.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$96,000.00	\$0.00	\$915,576.00
				\$96,000.00	\$0.00	\$915,576.00
322.05 - Other Fees System Development Fee Water				Amended Balance as of: 6/1/2020		\$3,000,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$3,000,000.00	\$0.00	\$6,000,000.00
				\$3,000,000.00	\$0.00	\$6,000,000.00
322.30 - Other Fees System Development Fee Sewer				Amended Balance as of: 6/1/2020		\$3,000,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$3,000,000.00	\$0.00	\$6,000,000.00
				\$3,000,000.00	\$0.00	\$6,000,000.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
355.11 - Other Financing Sources Approp from Fund Balance				Amended Balance as of: 6/1/2020		\$1,188,714.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$14,900.00	\$0.00	\$1,203,614.00
				\$14,900.00	\$0.00	\$1,203,614.00
355.23 - Other Financing Sources Operating Tsfr Water Reserves				Amended Balance as of: 6/1/2020		\$1,379,551.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$937,440.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$3,340,091.00
				\$2,402,651.00	\$442,111.00	\$3,340,091.00
355.24 - Other Financing Sources Operating Tsfr Wastewater Reserv				Amended Balance as of: 6/1/2020		\$867,261.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$442,111.00	\$425,150.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$2,402,651.00	\$0.00	\$2,827,801.00
				\$2,402,651.00	\$442,111.00	\$2,827,801.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$864,094.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$14,900.00	\$0.00	\$878,994.00
				\$14,900.00	\$0.00	\$878,994.00
95.23 - Operating Transfers Transfer Water Reserves				Amended Balance as of: 6/1/2020		\$1,401,265.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$0.00	\$230,000.00	\$1,171,265.00
				\$0.00	\$230,000.00	\$1,171,265.00
95.24 - Operating Transfers Transfer WW Reserves				Amended Balance as of: 6/1/2020		\$1,401,265.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$230,000.00	\$0.00	\$1,631,265.00
				\$230,000.00	\$0.00	\$1,631,265.00
95.71 - Operating Transfers Operating Transfers-CRF				Amended Balance as of: 6/1/2020		\$6,015,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$6,000,000.00	\$0.00	\$12,015,000.00
				\$6,000,000.00	\$0.00	\$12,015,000.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 410 Central Services						
20.02 - Utilities Cell				Amended Balance as of: 6/1/2020		\$31,050.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$7,000.00	\$0.00	\$38,050.00
				\$7,000.00	\$0.00	\$38,050.00
81.01 - Fees & Fines Credit Card Billing Fee				Amended Balance as of: 6/1/2020		\$105,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$45,000.00	\$0.00	\$150,000.00
				\$45,000.00	\$0.00	\$150,000.00
82.15 - Miscellaneous Claims & Judgments				Amended Balance as of: 6/1/2020		\$884,222.00
	06/22/2020	2020-00005779	BA #2 Impact Fee Settlement Payment	\$0.00	\$884,222.00	\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$4,805,302.00	\$0.00	\$4,805,302.00
				\$4,805,302.00	\$884,222.00	\$4,805,302.00
Department: 410 Central Services Totals:				\$4,857,302.00	\$884,222.00	
Department: 412 Administration						
Sub Department: 11 Town Manager						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$119,799.00
	06/23/2020	2020-00005793	EOY - Utility Admin	\$1,800.00	\$0.00	\$121,599.00
				\$1,800.00	\$0.00	\$121,599.00
15.01 - Training & Travel Travel Expense				Amended Balance as of: 6/1/2020		\$500.00
	06/23/2020	2020-00005793	EOY - Utility Admin	\$600.00	\$0.00	\$1,100.00
				\$600.00	\$0.00	\$1,100.00
15.02 - Training & Travel Training				Amended Balance as of: 6/1/2020		\$1,000.00
	06/23/2020	2020-00005793	EOY - Utility Admin	\$0.00	\$600.00	\$400.00
				\$0.00	\$600.00	\$400.00
Sub Department: 11 Town Manager Totals:				\$2,400.00	\$600.00	
Department: 412 Administration Totals:				\$2,400.00	\$600.00	

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 413 Finance						
Sub Department: 32 Utility Billing						
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$21,712.00
	06/23/2020	2020-00005791	EOY - Finance	\$1,000.00	\$0.00	\$22,712.00
				\$1,000.00	\$0.00	\$22,712.00
62.01 - Supplies Postage				Amended Balance as of: 6/1/2020		\$57,800.00
	06/11/2020	2020-00005616	Lockbox Set Up Fee for UB	\$0.00	\$2,000.00	\$55,800.00
				\$0.00	\$2,000.00	\$55,800.00
62.04 - Supplies Department				Amended Balance as of: 6/1/2020		\$3,025.00
	06/11/2020	2020-00005616	Lockbox Set Up Fee for UB	\$2,000.00	\$0.00	\$5,025.00
				\$2,000.00	\$0.00	\$5,025.00
Sub Department: 32 Utility Billing Totals:				\$3,000.00	\$2,000.00	
Sub Department: 42 Water Meters						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$188,734.00
	06/23/2020	2020-00005791	EOY - Finance	\$4,000.00	\$0.00	\$192,734.00
				\$4,000.00	\$0.00	\$192,734.00
01.03 - Salaries & Wages Overtime				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005791	EOY - Finance	\$1,000.00	\$0.00	\$1,000.00
				\$1,000.00	\$0.00	\$1,000.00
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$2,084.00
	06/23/2020	2020-00005791	EOY - Finance	\$100.00	\$0.00	\$2,184.00
				\$100.00	\$0.00	\$2,184.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$25,053.00
	06/23/2020	2020-00005791	EOY - Finance	\$500.00	\$0.00	\$25,553.00
				\$500.00	\$0.00	\$25,553.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 413 Finance						
Sub Department: 42 Water Meters						
02.04 - Employee Benefits FICA				Amended Balance as of: 6/1/2020		\$11,831.00
	06/23/2020	2020-00005791	EOY - Finance	\$500.00	\$0.00	\$12,331.00
				\$500.00	\$0.00	\$12,331.00
02.05 - Employee Benefits Medicare				Amended Balance as of: 6/1/2020		\$2,767.00
	06/23/2020	2020-00005791	EOY - Finance	\$100.00	\$0.00	\$2,867.00
				\$100.00	\$0.00	\$2,867.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$9,437.00
	06/23/2020	2020-00005791	EOY - Finance	\$500.00	\$0.00	\$9,937.00
				\$500.00	\$0.00	\$9,937.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$16,987.00
	06/23/2020	2020-00005791	EOY - Finance	\$2,000.00	\$0.00	\$18,987.00
				\$2,000.00	\$0.00	\$18,987.00
Sub Department: 42 Water Meters Totals:				\$8,700.00	\$0.00	
Department: 413 Finance Totals:				\$11,700.00	\$2,000.00	
Department: 414 Information Technology						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$60,399.00
	06/23/2020	2020-00005790	EOY - IT	\$1,000.00	\$0.00	\$61,399.00
				\$1,000.00	\$0.00	\$61,399.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$6,264.00
	06/23/2020	2020-00005790	EOY - IT	\$100.00	\$0.00	\$6,364.00
				\$100.00	\$0.00	\$6,364.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$3,020.00
	06/23/2020	2020-00005790	EOY - IT	\$100.00	\$0.00	\$3,120.00
				\$100.00	\$0.00	\$3,120.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 414 Information Technology						
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$5,436.00
	06/23/2020	2020-00005790	EOY - IT	\$500.00	\$0.00	\$5,936.00
				\$500.00	\$0.00	\$5,936.00
02.09 - Employee Benefits Dental Insurance				Amended Balance as of: 6/1/2020		\$468.00
	06/23/2020	2020-00005790	EOY - IT	\$100.00	\$0.00	\$568.00
				\$100.00	\$0.00	\$568.00
Department: 414 Information Technology Totals:				\$1,800.00	\$0.00	
Department: 432 Engineering						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$648,664.00
	06/23/2020	2020-00005790	EOY - IT	\$0.00	\$1,800.00	\$646,864.00
	06/23/2020	2020-00005791	EOY - Finance	\$0.00	\$9,700.00	\$637,164.00
	06/23/2020	2020-00005793	EOY - Utility Admin	\$0.00	\$1,800.00	\$635,364.00
				\$0.00	\$13,300.00	\$635,364.00
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$199,755.00
	06/17/2020	2020-00005697	Engineering Special Study Consultant fees	\$0.00	\$12,000.00	\$187,755.00
				\$0.00	\$12,000.00	\$187,755.00
12.09 - Professional & Technical Service Development Review				Amended Balance as of: 6/1/2020		\$80,000.00
	06/17/2020	2020-00005697	Engineering Special Study Consultant fees	\$12,000.00	\$0.00	\$92,000.00
				\$12,000.00	\$0.00	\$92,000.00
Department: 432 Engineering Totals:				\$12,000.00	\$25,300.00	
Department: 433 Water Quality Administration						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$110,431.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$2,000.00	\$0.00	\$112,431.00
				\$2,000.00	\$0.00	\$112,431.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 433 Water Quality Administration						
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$347.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$100.00	\$0.00	\$447.00
				\$100.00	\$0.00	\$447.00
02.04 - Employee Benefits FICA				Amended Balance as of: 6/1/2020		\$6,869.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$200.00	\$0.00	\$7,069.00
				\$200.00	\$0.00	\$7,069.00
02.05 - Employee Benefits Medicare				Amended Balance as of: 6/1/2020		\$1,607.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$100.00	\$0.00	\$1,707.00
				\$100.00	\$0.00	\$1,707.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$5,522.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$200.00	\$0.00	\$5,722.00
				\$200.00	\$0.00	\$5,722.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$9,939.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$1,000.00	\$0.00	\$10,939.00
				\$1,000.00	\$0.00	\$10,939.00
02.09 - Employee Benefits Dental Insurance				Amended Balance as of: 6/1/2020		\$468.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$100.00	\$0.00	\$568.00
				\$100.00	\$0.00	\$568.00
Department: 433 Water Quality Administration Totals:				\$3,700.00	\$0.00	
Department: 434 Water Quality						
Sub Department: 34 WWTP						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$462,397.00
	06/23/2020	2020-00005786	EOY - Water Quality Admin	\$0.00	\$3,700.00	\$458,697.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 434 Water Quality						
Sub Department: 34 WWTP						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$462,397.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$0.00	\$8,900.00	\$449,797.00
				\$0.00	\$12,600.00	\$449,797.00
Sub Department: 34 WWTP Totals:				\$0.00	\$12,600.00	
Sub Department: 35 Pump Stations						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$164,855.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$6,000.00	\$0.00	\$170,855.00
				\$6,000.00	\$0.00	\$170,855.00
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$694.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$100.00	\$0.00	\$794.00
				\$100.00	\$0.00	\$794.00
02.04 - Employee Benefits FICA				Amended Balance as of: 6/1/2020		\$10,637.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$100.00	\$0.00	\$10,737.00
				\$100.00	\$0.00	\$10,737.00
02.05 - Employee Benefits Medicare				Amended Balance as of: 6/1/2020		\$2,488.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$100.00	\$0.00	\$2,588.00
				\$100.00	\$0.00	\$2,588.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$8,543.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$500.00	\$0.00	\$9,043.00
				\$500.00	\$0.00	\$9,043.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$15,377.00
	06/23/2020	2020-00005788	EOY - Pump Stations	\$1,500.00	\$0.00	\$16,877.00
				\$1,500.00	\$0.00	\$16,877.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 434 Water Quality						
Sub Department: 35 Pump Stations						
62.08 - Supplies Chemicals				Amended Balance as of: 6/1/2020		\$424,000.00
06/23/2020	2020-00005807	EOY - Town Council Amendment		\$140,000.00	\$0.00	\$564,000.00
				\$140,000.00	\$0.00	\$564,000.00
Sub Department: 35 Pump Stations Totals:				\$148,300.00	\$0.00	
Sub Department: 36 Laboratory						
01.03 - Salaries & Wages Overtime				Amended Balance as of: 6/1/2020		\$0.00
06/23/2020	2020-00005788	EOY - Pump Stations		\$100.00	\$0.00	\$100.00
				\$100.00	\$0.00	\$100.00
Sub Department: 36 Laboratory Totals:				\$100.00	\$0.00	
Sub Department: 37 Collections						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$297,575.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$0.00	\$6,800.00	\$290,775.00
06/23/2020	2020-00005789	EOY - Distributions		\$0.00	\$7,500.00	\$283,275.00
				\$0.00	\$14,300.00	\$283,275.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$26,962.00
06/23/2020	2020-00005788	EOY - Pump Stations		\$500.00	\$0.00	\$27,462.00
				\$500.00	\$0.00	\$27,462.00
Sub Department: 37 Collections Totals:				\$500.00	\$14,300.00	
Department: 434 Water Quality Totals:				\$148,900.00	\$26,900.00	
Department: 440 Water						
Sub Department: 40 Storage & Vaults						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$43,790.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$3,000.00	\$0.00	\$46,790.00
				\$3,000.00	\$0.00	\$46,790.00

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Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 440 Water						
Sub Department: 40 Storage & Vaults						
01.04 - Salaries & Wages Longevity				Amended Balance as of: 6/1/2020		\$579.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$100.00	\$0.00	\$679.00
				\$100.00	\$0.00	\$679.00
02.01 - Employee Benefits Health Insurance				Amended Balance as of: 6/1/2020		\$6,264.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$3,000.00	\$0.00	\$9,264.00
				\$3,000.00	\$0.00	\$9,264.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$2,490.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$100.00	\$0.00	\$2,590.00
				\$100.00	\$0.00	\$2,590.00
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$4,482.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$500.00	\$0.00	\$4,982.00
				\$500.00	\$0.00	\$4,982.00
02.09 - Employee Benefits Dental Insurance				Amended Balance as of: 6/1/2020		\$468.00
06/23/2020	2020-00005787	EOY - Storage and Vaults		\$100.00	\$0.00	\$568.00
				\$100.00	\$0.00	\$568.00
Sub Department: 40 Storage & Vaults Totals:				\$6,800.00	\$0.00	
Sub Department: 41 Distributions						
01.01 - Salaries & Wages Regular Pay				Amended Balance as of: 6/1/2020		\$550,381.00
06/23/2020	2020-00005789	EOY - Distributions		\$4,000.00	\$0.00	\$554,381.00
				\$4,000.00	\$0.00	\$554,381.00
02.06 - Employee Benefits 401K				Amended Balance as of: 6/1/2020		\$27,870.00
06/23/2020	2020-00005789	EOY - Distributions		\$500.00	\$0.00	\$28,370.00
				\$500.00	\$0.00	\$28,370.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 30 Utility Fund						
Department: 440 Water						
Sub Department: 41 Distributions						
02.07 - Employee Benefits Retirement				Amended Balance as of: 6/1/2020		\$50,165.00
	06/23/2020	2020-00005789	EOY - Distributions	\$3,000.00	\$0.00	\$53,165.00
				\$3,000.00	\$0.00	\$53,165.00
Sub Department: 41 Distributions Totals:				\$7,500.00	\$0.00	
Department: 440 Water Totals:				\$14,300.00	\$0.00	
Fund Totals: Utility Fund				\$22,309,204.00	\$2,053,244.00	
Fund: 31 Stormwater Mgmt Program Fund						
355.11 - Other Financing Sources Approp from Fund Balance				Amended Balance as of: 6/1/2020		\$0.00
	06/10/2020	2020-00005611	Stormwater Fund PO Rollover Correction	\$10,000.00	\$0.00	\$10,000.00
				\$10,000.00	\$0.00	\$10,000.00
Department: 432 Engineering						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$203,565.00
	06/10/2020	2020-00005611	Stormwater Fund PO Rollover Correction	\$10,000.00	\$0.00	\$213,565.00
				\$10,000.00	\$0.00	\$213,565.00
90.06 - Capital Outlay Projects				Amended Balance as of: 6/1/2020		\$130,050.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$0.00	\$122,500.00	\$7,550.00
				\$0.00	\$122,500.00	\$7,550.00
95 - Operating Transfers				Amended Balance as of: 6/1/2020		\$250,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$122,500.00	\$0.00	\$372,500.00
				\$122,500.00	\$0.00	\$372,500.00
Department: 432 Engineering Totals:				\$132,500.00	\$122,500.00	
Fund Totals: Stormwater Mgmt Program Fund				\$142,500.00	\$122,500.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 46 Town Building Projects						
Department: 511 Fire Station 3						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$30,000.00	\$0.00	\$30,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$272,975.00	\$0.00	\$302,975.00
				\$302,975.00	\$0.00	\$302,975.00
355.10 - Other Financing Sources Transfer From General Fund				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$30,000.00	\$0.00	\$30,000.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$272,975.00	\$0.00	\$302,975.00
				\$302,975.00	\$0.00	\$302,975.00
Department: 511 Fire Station 3 Totals:				\$605,950.00	\$0.00	
Fund Totals: Town Building Projects				\$605,950.00	\$0.00	
Fund: 48 Street and Sidewalk Projects						
Department: 622 Main St Eastbd Rt Turn Ln 19-001						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$11,900.00
	06/02/2020	2020-00005432	48-622 project contingency usage BA	\$7,490.00	\$0.00	\$19,390.00
				\$7,490.00	\$0.00	\$19,390.00
82.97 - Miscellaneous Contingency Expense				Amended Balance as of: 6/1/2020		\$0.00
	06/02/2020	2020-00005432	48-622 project contingency usage BA	\$0.00	\$7,490.00	(\$7,490.00)
				\$0.00	\$7,490.00	(\$7,490.00)
Department: 622 Main St Eastbd Rt Turn Ln 19-001 Totals:				\$7,490.00	\$7,490.00	
Department: 818 HS Road Widening						
Sub Department: 91 Phase II						
355.04 - Other Financing Sources Transportation Bond Loan				Amended Balance as of: 6/1/2020		\$96,050.00
	06/17/2020	2020-00005698	Holly Springs Rd PhII interfund loan	\$2,000,000.00	\$0.00	\$2,096,050.00
				\$2,000,000.00	\$0.00	\$2,096,050.00

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 48 Street and Sidewalk Projects						
Department: 818 HS Road Widening						
Sub Department: 91 Phase II						
90.05 - Capital Outlay Land				Amended Balance as of: 6/1/2020		\$0.00
	06/17/2020	2020-00005698	Holly Springs Rd PhII interfund loan	\$2,000,000.00	\$0.00	\$2,000,000.00
				\$2,000,000.00	\$0.00	\$2,000,000.00
Sub Department: 91 Phase II Totals:				\$4,000,000.00	\$0.00	
Department: 818 HS Road Widening Totals:				\$4,000,000.00	\$0.00	
Fund Totals: Street and Sidewalk Projects				\$4,007,490.00	\$7,490.00	
Fund: 49 Parks & Recreation Projects						
Department: 914 14-021 Utley Creek Greenway						
Sub Department: 91 Phase II						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$300,000.00	\$0.00	\$300,000.00
				\$300,000.00	\$0.00	\$300,000.00
355.21 - Other Financing Sources Oper Tsfr Parks & Rec Reserves				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$300,000.00	\$0.00	\$300,000.00
				\$300,000.00	\$0.00	\$300,000.00
Sub Department: 91 Phase II Totals:				\$600,000.00	\$0.00	
Department: 914 14-021 Utley Creek Greenway Totals:				\$600,000.00	\$0.00	

Town of Holly Springs
Budget Amendments Report
 From Date: 6/1/2020 - To Date: 6/30/2020

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 49 Parks & Recreation Projects						
Department: 915 New Park West of 55						
12.01 - Professional & Technical Service Professional Fees				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$150,000.00	\$0.00	\$150,000.00
				\$150,000.00	\$0.00	\$150,000.00
355.21 - Other Financing Sources Oper Tsfr Parks & Rec Reserves				Amended Balance as of: 6/1/2020		\$0.00
	06/23/2020	2020-00005807	EOY - Town Council Amendment	\$150,000.00	\$0.00	\$150,000.00
				\$150,000.00	\$0.00	\$150,000.00
Department: 915 New Park West of 55 Totals:				\$300,000.00	\$0.00	
Fund Totals: Parks & Recreation Projects				\$900,000.00	\$0.00	
Grand Totals:				\$49,383,358.00	\$4,141,718.00	



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Transfer of Asset Forfeiture Funds to Police Department's Operating Budget

Strategic Priority Area: Safe & Friendly

Staff Resource: Jessica McMillan, Interim Police Chief

Action(s):

Approve budget amendment transferring \$38,612.00 from Asset Forfeiture funds to the Police department's General Fund operating budget.

Explanation:

- The Holly Springs Police Department (HSPD) is requesting approval of a budget transfer from net proceeds from the federal Equitable Sharing Program - commonly referred to as Asset Forfeiture funds.
- Through asset forfeiture there is a potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies.
- HSPD is requesting approval of a budget transfer from net proceeds in the amount of \$38,612 from federal forfeiture funds to purchase investigative and day to day operational tools not funded in the HSPD operating budget.
- The funds would be used for:
 - Replacement safety equipment for officers riding motorcycles
 - CAD mobile computer licensing
 - Speed dolly solar panels and replacement batteries
 - Investigative and surveillance data analysis

Background:

- The United States Department of Justice and the Department of the Treasury Equitable Sharing Program enhances cooperation amongst federal, state, local and tribal law enforcement by providing valuable additional funding to state and local law enforcement agencies.
- Equitable Sharing proceeds have been awarded to the police department and can be used to assist with funding certain areas of the agency's law enforcement mission.
- Any state, local, or tribal law enforcement agency that is a participant in the Equitable Sharing Program and directly participates in an investigation or prosecution resulting in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture.
- In order for a state, local, or tribal law enforcement agency to receive shared funds, the agency must be compliant with the Program guidelines and reporting requirements.
- HSPD is compliant in these areas and therefore is eligible to use these funds as indicated.

Funding Source(s):

Equitable Sharing Program funds awarded to HSPD from the United States Department of Justice and the United States Department of the Treasury

Attachment(s):

1. Police Asset Forfeiture Budget Amendment
2. Proposed Asset Forfeiture Purchase List 7-2020

Town of Holly Springs 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, 2021.

Department: Police **Date:** 7/21/2020

Reason for Budget Amendment:

Transfer of Equitable Sharing Funds to Police Department's Operating Budget from Federal Asset Forfeiture.

Expense			
Account #	Account Description	Increase	Decrease
10-418-20 62.13	Police - Federal Forfeiture - Supplies	\$ 38,612	
Total Expense:		\$ 38,612	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10 360.13	Appropriation - Federal Asset Forfeiture	\$ 38,612	
Total Revenue:		\$ 38,612	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

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

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

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

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

ASSET FORFEITURE FUNDS PURCHASE LIST

The Department of Justice and Department of Treasury Asset Forfeiture programs remove tools of crime from criminal organizations, deprive wrongdoers of proceeds of their crimes, recover property that may be used to compensate victims, and deter crime. The asset forfeiture program is not part of the Federal 10-33 program for surplus military equipment. On occasion, our department receives asset forfeiture funds when we work on a federal criminal case.

<u>ITEM</u>	<u>QTY</u>	<u>COST</u>	<u>TOTAL COST</u>	<u>NOTES</u>
Motorcycle riding gear for the traffic officers	11	\$1485	\$1485	This gear would provide replace gear for our existing motor officers and our new motor officer. This would include a motorcycle jacket, pants, boots, gloves and liners.
CAD Mobile Computer Licensing	15	\$200	\$3000	Computer Automated Dispatch licenses for police mobile laptop computers. Currently we are 8 licenses short and want to have 2 extra licenses if the need for an extra one comes up.
Solar Panels	2	\$400	\$800	Solar panels to convert speed dollies that run off of battery power. Batteries do not last very long and solar power will allow us to monitor speed data in areas for longer periods.
Replacement Batteries-Speed Dollies	4	\$50	\$200	Battery replacement for speed dollies
Investigative Data Analysis Tool	1	\$18,000	\$18,000	Gathers Law Enforcement Sensitive Information
Surveillance / Data Analysis Tool	1	\$15,127	\$15,127	Gathers and Analyzes Law Enforcement Sensitive Data
TOTAL			\$38,612.00	



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Parks & Recreation Water Fountain Purchase

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Adam Huffman, Parks & Recreation

Action(s):

Approve budget amendment transferring \$9,860 from the Parks and Recreation Reserve Fund to the department operating budget for the purchase of two (2) water fountains to be installed along town greenways.

Explanation:

- The Holly Springs Half Marathon (HSHM) organization donated a total of \$30,000 over the past two years to be utilized for mutually beneficial park enhancements.
- The Town and the HSHM have identified multiple sites along greenways that are void of access to drinking water.
- This year, Bass Lake and Jones Park greenways will be outfitted with drinking fountains. Additional greenway locations will be identified for fountains in future years as more trails are connected in town.
- The selected water fountain model will include an ADA accessible fountain, water bottle refill station and a pet bowl. The purchase price is \$9,860.

Background:

- Each year, the Holly Springs Half Marathon (HSHM) organization utilizes Town greenways and parks to host their annual event.
- In appreciation of the Town partnering with the HSHM to host the race, the non-profit group donates \$15,000 each year to the Parks and Recreation Department (funds are initially placed in the Parks and Recreation Reserve Fund for future appropriation). These funds may be used by the department to support mutually beneficial park enhancements.
- Previous funds have been used to purchase exercise equipment along the Carl Dean Greenway.

Funding Source(s):

Transfer \$9,860 from Parks and Recreation Reserves (21.95) to Parks and Recreation Facility Maintenance Repair and Grounds (10-425-30 41.04)

Attachment(s):

1. Estimate_10839_from_Beachum_Recreation
2. Run Club Donations for Fountains Budget Amendment
3. Water Fountain Photo

Beachum Recreation
283 Kimbrough Place
Memphis, TN 38104
(800)542-8269
robert@beachumrec.com

Estimate

ADDRESS

Shawn Molloy
Town of Holly Springs
Holly Springs, NC 27540

SHIP TO

Shawn Molloy
Town of Holly Springs
Holly Springs, NC 27540

ESTIMATE # 10839**DATE 06/08/2020**

ACTIVITY	QTY	RATE	AMOUNT
10145 SM MDF 10145 Surface Mount Bottle Filler w/ ADA-HiLo Drinking Fountain Attached. Powder Coated Green.	2	3,370.00	6,740.00
Plaque Attached Plaque	2	155.00	310.00
Pet Attached Pet Fountain	2	855.00	1,710.00
Temp. 10 10" SS Surface Carrier	2	245.00	490.00

Payment Due W/Order. We accept Check or Credit Card.
Allow approximately 4 weeks for shipment.
One Year Warranty. Labor Not Included.
Prices May Change Without Notice.

SUBTOTAL	9,250.00
SHIPPING	610.00
TOTAL	\$9,860.00

Accepted By

Accepted Date

Town of Holly Springs 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, 2021.

Department: Parks and Recreation **Date:** 7/21/2020

Reason for Budget Amendment:

Utilizing donations from the Holly Springs Half Marathon organization for the purchase of water fountains on greenway trails.

Expense			
Account #	Account Description	Increase	Decrease
21 95	Parks and Recreation Reserves Transfer	\$ 9,860	
10-425-30 41.04	General Fund, Parks & Rec - Public Facilities	\$ 9,860	
Total Expense:		\$ 19,720	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
21 360.08	Parks and Rec Reserves Appropriation	\$ 9,860	
10 355.21	Operating Transfer - Parks & Rec Reserves	\$ 9,860	
Total Revenue:		\$ 19,720	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

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

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

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

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



10145 SM

Outdoor Bottle Fillers and Bottle Filling Stations are perfect for greenways, bike trails, parks, recreation complexes, camps, schools and universities throughout the U.S.A.

AVAILABLE COLORS

AVAILABLE OPTIONS



JUG FILLER



FOOTWASH



PLAQUE



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Memorandum of Agreement for Wake County owned land at 1317 N. Main Street

Strategic Priority Area: Economic Prosperity & Diversity

Responsible & Balanced Growth

Staff Resource: Gina Clapp, Director, Planning & Zoning, John Schifano, Town Attorney

Action(s):

Approve a Memorandum of Agreement between the Town, Wake County and lead applicants for the sale and disposition of property owned by Wake County located at 1317 N. Main Street.

Explanation:

- Wake County's Department of Housing Affordability & Community Revitalization issued a Request for Proposals (RFP) for the sale and disposition of County owned land at 1317 N. Main Street, Holly Springs in January. The RFP sought development proposals for mixed-use development and affordable housing that would be compatible with the new Holly Springs Land Use & Character Plan. Wake County has selected the applicant group of My Computer Career (MyCC) and DHIC to move forward in the process and to begin their Due Diligence period.
- The lead applicants have begun conversation with the Town and the processes for moving forward with their development proposal. The project will likely require rezoning, master plan/subdivision and various development plans.
- Wake County has prepared the attached Memorandum of Agreement (MOA) which provides for a written agreement and understanding of the various roles that Wake County, the Town of Holly Springs and the Lead Applicants will have during the Due Diligence period. This agreement does not impact the Council's determination of action on any of the development petitions as they will be presented for consideration during the process.
- The Wake County Board of Commissioners approved the MOA at their July 6, 2020 meeting under Consent.

Background:

Property History

- This parcel was a part of the land that was originally designated as the "borrow pit" for the South Wake Landfill.
- Since the property was removed from the landfill plans, Wake County sold the south half to the Town for the North Main Athletic Park (Ting Park) and the north half has remained under the ownership of the County.
- The Town has sought opportunities for economic development projects for this parcel, however, Wake County has had this parcel on "hold" while determining the appropriate use and disposition of the property.

Wake County Policy

- January 2020- Wake County issued their first ever, public land disposition RFP under the newly adopted Policy for development proposals for 1317 N. Main Street.
- May 2020- Wake County selected the Proposal by the development team of My Computer Career (MyCC) and DHIC as the Lead Applicants for the potential development of 1317 N. Main Street.
- Staff and representatives from Wake County, Town of Holly Springs, MyCC and DHIC have met several times to discuss the parameters of a Memorandum of Agreement (MOA) since this is the first time such a land sale is being completed by Wake County.

Holly Springs Strategic Plan: Responsible and Balanced Growth

- Staff believes the project is consistent with the Council's goals and initiatives of the Strategic Plan.

Anticipated Next Steps

- With the approval of the MOA, the property will require rezoning and Town staff will work with the project sponsors in their petition process to include other necessary entitlements such as:
 - Subdivision Plat
 - Special Exception Use
 - Development Plan
 - Other Development Permits
- In addition there is a due diligence period for the completion of the project and staff will work with the project sponsors in meeting their completion deadlines and appropriate review schedule.

Funding Source(s):

N/A

Attachment(s):

1. 1317NMainStDraftMOA_07012020

DRAFT MEMORANDUM OF AGREEMENT
DISPOSITION AND DEVELOPMENT OF WAKE COUNTY PROPERTY
1317 N. MAIN STREET, HOLLY SPRINGS, NC

Section 1: PURPOSE

This Memorandum of Agreement (MOA) sets forth the framework for collaboration between Wake County (County), the Town of Holly Springs, NC (Town), and DHIC, Inc. and MyComputerCareer (MyCC) represented by Savills USA (Project Sponsors) to participate in a process that includes the disposition of real property by the County, development by the Project Sponsors, and entitlement of land development approvals by the Town of 1317 N. Main Street, Holly Springs, NC (Property) for the collective satisfaction of all named parties (Process), as described herein. This memorandum demonstrates the agreement of all named parties to meet mutually agreed upon milestones during a period of due diligence prior to contract execution and disposition of the Property from the County to the Project Sponsors. All parties commit to working with each other and any other necessary entities to achieve the desired and mutually agreed upon outcomes.

Subject to conditions set forth in this MOA and subsequent agreements, the Project Sponsors will construct a mixed-income housing, mixed-use development that is compact, pedestrian-oriented, and environmentally sustainable (Development). The Development shall include deed-restricted, affordable rental or ownership housing as a portion of the total development and include commercial retail, entertainment, and office space for the headquarters of MyComputerCareer to compliment the adjacent uses including Ting Park. The development shall comply with all other requirements and shared goals of Request for Proposal (RFP) #20-006.

The scope of this MOA shall be limited to the time-period required to assure the delivery of satisfactory outcomes including, but not limited to, desired affordable housing units, economic development, mix of uses, site design, construction, and funding.

Nothing herein shall obligate any party to proceed with the Process or the funding thereof or obligate any of the parties to subject matter beyond the scope of this MOA. Participation in this MOA does not guarantee the disposition of the Property to the Project Sponsors by the Wake County Board of Commissioners or a recommendation by Wake County staff for disposition of the Property to the Project Sponsors. The Parties recognize the limited scope of this MOA and the limitations expressed hereunder. Each Party shall be responsible for their own costs and expenses associated with any work performed hereunder. In the event that the development proposed by the parties is approved by the respective governing authorities of the parties, it is anticipated that separate agreements shall be developed to fully address the rights and responsibilities of all participating parties as allowed by law.

Section 2: DISTRIBUTION OF RESPONSIBILITIES

The following are broad guidelines detailing the anticipated responsibilities of each party, which may be changed by the consensus of the parties:

The Project Sponsors will take the lead on Project Development including project delivery and design and achieving the development goals established in the RFP and due diligence milestones:

- a) The Project Sponsors shall include the construction of legally-binding, affordable units with a mixture of unit types on the site, and acknowledges those units will comply with County development and affordability standards; this MOA is expressly conditioned on development of said affordable units at the forefront of the development project.
- b) The Project Sponsors acknowledge that the proposed project may require the property to be rezoned and subdivided.
- c) The Project Sponsors agree to ensure project delivery including satisfying the Town entitlement requirements as defined by the Town development review process and meeting with the Town as necessary to meet the requirements.
- d) The Project Sponsors agree to select a development partner to develop the commercial components of the Property.
- e) The Project Sponsors agree to include a mixture of neighborhood-serving uses that considers commercial retail, commercial office, hospitality, public space, and other entertainment use-types in accordance with the Town's zoning ordinances.
- f) The Project Sponsors will work with the County regarding financing for the residential component of the development and will ensure the project is submitted for consideration and adheres to eligibility requirements outlined in the County programs, including the County Affordable Housing Development Program (AHDP) the Project Sponsors will negotiate with the County to confirm a sell price.
- g) The County recognizes the proposed \$1 million offer for the 11.4 Acres of the site for commercial development.

The Town will take the lead on finding opportunities to ensure optimal progression of the development proposal through the Town's entitlement approval process, as declared below:

- a) The Parties acknowledge that the proposed project will require the property to be rezoned and the Town commits to working with the Project Sponsors to achieve entitlement milestones in pursuit of the satisfaction of all named parties. The Parties understand that the Town cannot guarantee any results of the legislative process of rezoning the Property, and nothing herein legally binds the Town to rezone the Property to any particular use.
- b) The Town acknowledges that the proposed project will require the property to be subdivided. The Town will work with the Project Sponsors and the County to submit development petitions for the subdivided portions of the Property ~~are developed~~ as originally intended in RFP #20-006. The Parties understand that the Town cannot guarantee any particular result of the subdivision process.
- c) The Town acknowledges that the proposed project will require a Special Exception Use and/or a Development Plan and will work with the Project Sponsors to progress proposal

through the Town entitlement process, and the Parties understand that the Town cannot guarantee any particular result of the Special Exception Use process.

- d) The Town acknowledges the importance of the time between acceptance of proposal to Town Council action and will work with the Project Sponsors in creating an appropriate review schedule.
- e) The Town will consider requests from the Project Sponsors on fee waivers, expedited entitlement processes, and/or contributions to the development.
- f) The Town will work with developers through scoping meeting, rezoning, subdivision, development (site plan) review, detail construction/civil reviews, and building permits.
- g) The Town acknowledges changes to the commercial office square footage in the proposal may occur and understands that the estimated numbers of jobs created will remain the same.

The County will take the lead on Conveyance and Process Facilitation

- a) The County will ensure the Process meets all applicable requirements of Wake County RFP #20-006
- b) The County will draft, review and negotiate a contract to purchase and related legal agreements for the proposed development of the Property, subject to approval by the Wake County Board of Commissioners and terms and conditions approved by the County Attorney
- c) The County will ensure the conveyance meets regulatory standards, public purpose requirements, and disposition priorities
- d) The County will not close on the sale of the property until such entitlement, funding and other conditions as agreed upon by all respective parties are satisfied
- e) The County acknowledges that the proposed project will require the property to be subdivided
- f) The County agrees to work with the Town regarding the timeline of the process
- g) The Project Sponsors will negotiate with the County to confirm a sell price. The County recognizes the proposed \$1 million offer for the 11.4 Acres of the site for commercial development
- h) The County acknowledges changes to the commercial office square footage in the proposal may occur and understands that the estimated numbers of jobs created will remain the same
- i) Upon mutual execution of this MOA the County will permit the Project Sponsors (and their respective engineers, architects, surveyors, and supporting consultants) physical access to the Property for the express purposes of performing due diligence related activities.
- j) The County agrees to cooperate with the Project Sponsors in submissions and authorizations needed for the rezoning and subdivision of the Property and other actions customary of a Property owner. For the avoidance of doubt, the Project Sponsors remain responsible for the costs associated with the rezoning and Property subdivision.

Responsibility for land ownership, management, maintenance and services shall be determined prior to recommendation for disposition to Wake County Board of Commissioners.

Section 3: GOVERNANCE AND DECISION-MAKING

During the term of this MOA, all parties shall work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. The intention is accountability benchmarks that could be 1) shared with the constituents with whom we each are involved, but 2) flexible enough to be revised by the group during this period.

Each party will formulate their initial responsibilities to establish the Project. Information will be shared freely among all parties. Final decisions concerning the development shall be made through an evaluation process and consensus by all parties involved.

Section 4: EFFECTIVE PERIOD OF MOA

The collaboration described and detailed in the Memorandum of Agreement shall be in effect for the period of beginning after the signing of the MOA through Closing on the property. The period of collaboration may be extended through mutual written agreement among the participants. Any participant may withdraw from this MOA with or without cause upon written notice to the other participants with a 30-day notice. Entering into this MOA commits no funding from any party for work done during the period covered. The cost of staff time will be borne by each party for their own staff. During the Term of the MOA, all parties agree to work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. In the event that the parties fail to develop a Project proposal or determine that development of the Project proposal is not desirable or feasible for any reason, then work under this MOA shall cease with no further obligation of any party.

Section 5: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Participants in this MOA shall each be responsible for complying with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6: MODIFICATIONS AND AMENDMENTS

This MOA can be modified or amended through mutual written agreement among the participants.

SIGNATORIES:

The undersigned individuals hereby execute this Memorandum of Agreement on behalf of their respective local governments and agencies.

THE PROJECT SPONSORS: DHIC, INC. / MYCOMPUTERCAREER

By: _____
Natalie Britt
Vice President, DHIC, INC.

Date: _____

Federal Tax ID#: _____

113 S. Wilmington Street
Raleigh, NC 27601

By: _____
Tony Galati
Founder and CEO, MyComputerCareer, Inc

Date: _____

Federal Tax ID#: _____

346 Raleigh Street
Holly Springs, NC 27540

TOWN OF HOLLY SPRINGS

By: _____
Town Manager

Date: _____

By: _____
Director of Planning and Zoning

Date: _____

Federal Tax ID#: _____

P.O. Box 8 / 128 S. Main Street
Holly Springs, NC 27540

WAKE COUNTY, NORTH CAROLINA

By: _____
Wake County Manager or Designee

Date: _____

By: _____
Lorena McDowell, MPNA
Wake County Housing Director

Date: _____

Federal Tax ID#: 56-6000347

P.O. Box 550
Suite 440 WCOB
Raleigh, NC 27602



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Supplemental Bond Order for Water & Sewer Bond Refunding

Strategic Priority Area: Organizational Excellence

Staff Resource: Patty Dressen, Finance

Action(s):

- Adopt Resolution 20-21 for Supplemental Bond Order and Series Resolution authorizing and providing for the issuance of up to \$5,600,000 in Water and Sewer Revenue Refunding Bonds.

Explanation:

- The Town has applied to the North Carolina Local Government Commission (LGC) for its approval of water and sewer revenue bonds, and the LGC has accepted the Town's application. PNC Bank, N.A. has submitted a proposal to purchase the new revenue bonds.
- The purpose of this agenda item is to request Town Council adopt this Supplemental Bond Order and Series Resolution to authorize formally the issuance of the new revenue refunding bonds.

Background:

- The Town Council adopted a Bond Order on August 5, 2008 providing for the Town to issue water and sewer revenue bonds from time to time as the Town chooses.
- The Town Council adopted a Resolution on June 22, 2020, stating its preliminary intent to issue water and sewer revenue bonds under the 2008 Bond Order to refinance the outstanding balance of the Town's Water and Sewer Revenue Bond, Series 2010 and to pay financing costs.
- In 2010, the Town issued a \$10,000,000 water and sewer revenue bond to finance wastewater treatment plant improvements. The 2010 bond carries an annual interest rate of 4.90%.
- The Town made a preliminary determination to finance all or a portion of the refinancing costs through the issuance of water and sewer revenue bonds in an amount currently estimated not to exceed \$5,600,000
- The new rate is expected to be between 1.5% to 1.75% depending on final closing with projected savings of approximately \$1.3 million.
- Refinancing or refunding municipal debt is a common and best practice approach among NC municipalities when lower interest rates provide an opportunity to lower a municipality's overall debt service to achieve savings for tax and rate payers.

Funding Source(s):

Debt Service Funds

Attachment(s):

1. Resolution 20-21 - Issuance of W & S Revenue Refunding Bonds



THE TOWN OF

Holly Springs

Resolution No.: 20-21

Date Adopted: July 21, 2020

Effective Date: July 21, 2020

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

WHEREAS, The Town Council adopted a Bond Order on August 5, 2008 (the “2008 Bond Order”) which provides for the Town to issue water and sewer revenue bonds from time to time as the Town chooses. Revenue bonds are secured by a pledge of net operating revenues of the Town’s water and sewer system, and not by any pledge of the Town’s taxing power and not by a lien on any other property.

The Town Council adopted a Resolution on June 22, 2020, stating its preliminary intent to issue water and sewer revenue bonds under the 2008 Bond Order to refinance the outstanding balance of the Town’s Water and Sewer Revenue Bond, Series 2010 (the “2010 Bond”), and to pay financing costs.

The Town has applied to the North Carolina Local Government Commission for its approval of these bonds, and the LGC has accepted the Town’s application. PNC Bank, N.A. (the “Lender”), has submitted a proposal to purchase the new revenue bonds.

The Council now desires to adopt this Supplemental Bond order and Series Resolution to authorize formally the issuance of the new revenue refunding bonds.

THEREFORE, BE IT ORDERED AND RESOLVED, by the Town Council of Town of Holly Springs, North Carolina, as follows:

1. Authorization of 2020 Bond – There are hereby ordered to be issued water and sewer revenue bonds of the Town to pay costs of refinancing the balance of the 2010 Bond along with related financing and other necessary or incidental costs. The maximum aggregate principal amount of the bonds issued under this Supplemental Bond Order will be \$5,600,000. The Town will issue these bonds in the form of a single fully registered bond (the “2020 Bond”) as provided in this Supplemental Bond Order.

2. Sale of 2020 Bond – The Town will issue the 2020 Bond to the Lender substantially in accordance with a financing proposal from the Lender dated June 26, 2020. The Town requests that the LGC proceed with the private sale of the 2020 Bond to the Lender in accordance with the terms of the proposal and pursuant to this Supplemental Bond Order.

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dick.sears@hollyspringsnc.us • www.hollyspringsnc.us

3. Payment of Proceeds; Use of Proceeds – The Council directs the Finance Officer to determine, in consultation with the LGC, the procedures for the disbursement to the Town or otherwise of the proceeds of the 2020 Bond. The Town may use proceeds of the 2020 Bond, including both the original proceeds from the sale of the 2020 Bond and any earnings from the investment of these proceeds, only to refund the 2010 Bond and pay related costs.

4. Payment and Other Details of 2020 Bond – (a) Interest on the 2020 Bond will be payable at the annual rate of 1.58% (calculated based on a 360-day year of twelve, 30-day months, and subject to adjustment as provided in this Supplemental Bond Order and in the 2020 Bond), payable on such dates as the Finance Officer may approve.

(b) The principal of the 2020 Bond will be payable in mandatory sinking fund installments on such dates, and in such years and amounts, as the Finance Officer determines after consultation with the LGC, except that the final maturity for the 2020 Bond must not extend beyond December 31, 2040, and the total principal amount of the 2020 Bond must not exceed \$5,600,000. The 2020 Bond will be subject to prepayment prior to maturity upon such terms and conditions as the Finance Officer, upon advice from the LGC and with the Lender's agreement, may determine.

(c) The Finance Officer shall execute a certificate prior to the initial delivery of the 2020 Bond designating the final aggregate principal amount of the 2020 Bond, the final principal and interest payment schedule for the 2020 Bond and the prepayment terms and conditions for the 2020 Bond. This certificate will be conclusive evidence of that officer's approval and determination of these matters.

5. Rate and Payment Adjustment – (a) If, for any reason, an event occurs that causes the 2020 Bond to lose its status as a tax-exempt or bank-qualified obligation (as described later in this Resolution), in addition to the amounts required to be paid for principal and interest on the 2020 Bond, the Town must also pay to the Lender or any other affected registered owner of the 2020 Bond (the "Bondholder") an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the affected period if the 2020 Bond had borne interest at an equivalent taxable rate and the interest actually received by the Bondholder with respect to the Bond.

(b) While any default by the Town under the 2020 Bond, the 2008 Bond Order, or this Supplemental Bond Order is continuing, the 2020 Bond will bear interest (but only during the pendency of the default) at a rate equal to the greater of (1) 12.00% per year or (2) the Lender's "Base Rate", as in effect from time to time, plus 3.00% (300 basis points). The Lender's Base Rate equals the greater of (a) the Lender's prime rate (as designated by the Lender and as in effect from time to time), or (b) the Federal Funds Open Rate, as shown from time to time in Federal Reserve Release H.15, or its successor, plus 0.5% (50 basis points).

6. Pledge of Net Revenues; Security for 2020 Bond – All "Net Revenues", as defined in the 2008 Bond Order, are hereby pledged to the payment of the principal of and interest on the 2020 Bond, subject to the terms and conditions of the 2008 Bond Order and this Supplemental Bond Order.

The 2020 Bond will be a special obligation of the Town, payable as to principal and interest solely from the Net Revenues and other sources pledged to such payment as provided

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in the 2008 Bond Order and in this Supplemental Bond Order. Neither the faith and credit nor the taxing power of the Town will be pledged for the payment of the principal of or interest on the 2020 Bond, and no owner of the 2020 Bond will have the right to compel the exercise of the Town's taxing power in connection with any default on the 2020 Bond.

7. Form of 2020 Bond – The 2020 Bond will be designated “Water and Sewer Revenue Refunding Bond, Series 2020”, will be dated the date of its initial delivery to the Lender and will be numbered R-1 for identification purposes. The 2020 Bond will be fully registered as to the payment of principal and interest.

The 2020 Bond will be substantially in the form set out in Exhibit A, with such changes as the officers signing the 2020 Bond may approve; the delivery of the 2020 Bond to the Lender will be conclusive evidence of such officers' approval of the final form of the 2020 Bond.

The 2020 Bond will be signed by the manual or facsimile signature of the Town's Mayor or the Town Manager, and the Town's seal will be affixed thereto or a facsimile thereof printed thereon attested by the manual or facsimile signature of the Town Clerk; provided, however, that the 2020 Bond will not be valid unless at least one signature appearing on the 2020 Bond (which may be the signature required by law of an LGC official) is manually applied.

8. Issuance under Bond Order – (a) The 2020 Bond will be issued as an “Additional bond” under the terms and conditions of the 2008 Bond Order.

9. Finance Officer as Registrar; Payments to Registered Owners - The Finance Officer is appointed Registrar for the 2020 Bond. As Registrar, the Finance Officer will maintain appropriate books and records of the ownership of the 2020 Bond. The Town will treat the registered owner of the 2020 Bond as the person exclusively entitled to payments of principal and interest and the exercise of all rights and powers of the owner, except that payments will be made to the person shown as owner on the registration books at the end of the calendar day on the 15th day of the month preceding each payment date (whether or not such 15th day is a business day). In no event will the Registrar register the transfer of any portion of the 2020 Bond to any person other than a bank, an insurance company or a similar financial institution unless the LGC has previously approved such transfer.

10. Financial Information to Noteholder – In partial consideration of the Lender's purchase of the 2020 Bond, the Town promises to send to the Bondholder (a) a copy of the Town's audited financial statements for each of the Town's fiscal years promptly upon the Council's acceptance of the financial statements, but in any event within 270 days after the end of each fiscal year, and (b) all other financial information (including, without limitation, the Town's annual budget as submitted or approved) as the Bondholder may reasonably request from time to time.

11. Officers to Complete Closing – The Council directs the Town Manager and all other Town officers and employees to take all proper steps to complete the issuance of the 2020 Bond.

The Council authorizes the Town Manager to hold the executed 2020 Bond, and any other documents permitted by this Resolution, in escrow on the Town's behalf until the conditions for the delivery of the 2020 Bond and other documents have been completed to his satisfaction, and thereupon to release the executed 2020 Bond and other documents for

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delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the Town Manager to approve changes to any documents or closing certifications previously signed by the Town officers or employees, but (a) the 2020 Bond must be in substantially the form approved by this Resolution and (b) any changes must not substantially alter the intent of the documents from that expressed in the forms originally executed. The Town Manager's authorization of the release of any document for delivery will constitute evidence of his approval of any such changes.

In addition, the Council authorizes the Town Manager to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the 2020 Bond. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the 2020 Bond, this Supplemental Bond Order or otherwise with respect to the 2020 Bond.

12. Resolution as to Tax Matters - The Town will not take or omit to take any action the taking or omission of which will cause the 2020 Bond to be an "arbitrage bond", within the meaning of Section 148 of the "Code" (as defined below), or a "private activity bond" within the meaning of Code Section 141, or otherwise cause interest on the 2020 Bond to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the proceeds of the 2020 Bond. For the purposes of this Resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, including applicable Treasury regulations.

13. Designation as a "Bank-Qualified" Obligation – The Town designated the 2010 Bond (at the time of its issuance) as a "qualified tax-exempt obligation" for the purpose of Code Section 265(b)(3), which provides certain tax advantages for financial institutions investing in obligations similar to the 2010 Bond and the 2020 Bond. To the extent the aggregate principal amount of the 2020 Bond when issued exceeds the outstanding principal amount of the 2010 Bond at that time, the Town designates the marginal difference as a "qualified tax-exempt obligation" for the purpose of Code Section 265(b)(3) for issuance in calendar year 2020.

14. Miscellaneous Provision – The Council authorizes all Town officers and employees to take all further action as they may consider desirable in carrying out the purposes of this Resolution. The Council ratifies all such prior actions of Town officers and employees. Upon the absence, unavailability or refusal to act of the Town Manager, the Finance Officer, the Mayor, or the Town Clerk, any of the officers may assume any responsibility or carry out any function assigned to another officer in this Resolution. In addition, upon the unavailability of the Mayor or the Clerk, respectively, any of the rights or responsibilities directed to those officers may be carried out or exercised by the Mayor Pro-Tem or any Deputy or Assistant Clerk. All other Council proceedings, or parts thereof, in conflict with this Resolution are repealed, to the extent of the conflict. This Resolution takes effect immediately.

Adopted by the Holly Springs Town Council on this, the 21st day of July 2020.

Town of Holly Springs by

ATTEST:



Dick Sears, Mayor

Linda McKinney, Town Clerk

I certify as follows: that the foregoing Resolution was properly adopted at a meeting of the Town Council of the Town of Holly Springs, North Carolina; that this meeting was properly called and held on July 21, 2020; that a quorum was present and acting throughout the meeting; and that this Resolution has not been modified or amended, and remains in full effect as of today.

Dated this _____ day of July, 2020.

[SEAL]

Linda McKinney, Town Clerk



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Exhibit A – Form of 2020 Bond

REGISTERED BOND NUMBER R-1

August XXX, 2020
\$5,600,000

UNITED STATES OF AMERICA

STATE OF NORTH CAROLINA

TOWN OF HOLLY SPRINGS

Water and Sewer Revenue Refunding Bond, Series 2020

THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA (the “Town“), a municipal corporation of the State of North Carolina, for value received, promises to pay, sole from the Net Revenues and other funds described below and pledged to the payment hereof, to

PNC BANK, N.A.

or registered assigns (the “Bondholder”), the principal sum of

FIVE MILLION SIX HUNDRED THOUSAND DOLLARS (\$5,600,000)

in mandatory sinking fund installments as shown on Schedule I, subject to prepayment as described below, together with interest on the unpaid principal from the date hereof until payment of the entire principal sum at the annual rate of 1.58% (subject to adjustment as provided below), payable annually on each July 14, beginning July 14, 2021. Interest will be calculated based on a 360-day year consisting of twelve 30-day months.

In all events, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on July 14, 2028.

The Town has the right to prepay all of the outstanding principal and interest on the Bond upon at least thirty (30) business days prior written notice to the Bondholder. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Town (whether voluntary, on default or otherwise), the Bondholder may require, if it so elects, the Town to pay the Bondholder as compensation for the costs of being prepaid an amount equal to the “Cost of Prepayment”, as defined below. This Bond is not otherwise subject to prepayment prior to the stated principal payment dates.

The “Cost of Prepayment” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest

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period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period.

The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) "Selected Interest Rates". For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of the Bond.

If, for any reason, an event occurs that causes the 2020 Bond to lose its status as a tax-exempt or bank-qualified obligation, in addition to the amounts required to be paid for principal and interest on the 2020 Bond, the Town must also pay to any affected Bondholder an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the affected period if the 2020 Bond had borne interest at an equivalent taxable rate and the interest actually received by the Bondholder with respect to the Bond.

While any default by the Town under this Bond or the "Bond Order", as defined below, is continuing, this 2020 Bond will bear interest (but only during the pendency of the default) at a rate equal to the greater of (1) 12.00% per year or (2) the "Base Rate", as in effect from time to time, plus 3.00% (300 basis points). The Base Rate equals the greater of (a) the rate designated by the PNC Bank, N.A., and as in effect from time to time as its "Prime Rate", or (b) the Federal Funds Open Rate, as shown from time to time in Federal Reserve Release H.15 or its successor, plus 0.5% (50 basis points).

The Town will make its payments either by check or draft or by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in any case sent on the payable date directly to the Bondholder to any address or bank account in the United States as the Bondholder may designate from time to time, except that the Town will make the final payment upon presentation and surrender of this Bond at the office of the Town's Finance Officer, who has been appointed Registrar, at the Town Administration Building, 128 S. Main Street, Holly Springs, NC 27540, or such successor office as the Registrar may designate in writing to the Bondholder.

This Bond is issued pursuant to a Bond Order adopted by the Town's governing Town Council on August 5, 2008, and a Supplemental Bond Order and Series Resolution adopted by the Town Council of July 21, 2020. Reference is hereby made to the 2008 and 2020 proceedings and all amendments and supplements thereto (collectively, the "Bond Order") for a description of the provisions, among others, with respect to the nature and extent of the security, the Town's rights, duties and obligations, the Bondholder's rights and the terms upon which this Bond is issued, to all of which provisions each Bondholder, by the acceptance hereof, agrees.

This Bond is a special obligation of the Town, payable solely from the revenues and other funds pledged therefor as provided in the Bond Order. The principal of and interest on the Bond will be payable solely from the sources of payment set forth in the Bond Order (the "Net Revenues"), except to the extent payable from the proceeds of this Bond or investment earnings on such proceeds or on the Net Revenues. Neither the faith and credit nor the taxing power of the Town are pledged for the payment of the principal of or interest on this Bond, and no owner

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of this Bond has the right to compel the exercise of the Town's taxing power in connection with any default thereon.

Additional obligations secured by a lien on Net Revenues may be issued under the terms and conditions set forth in the Bond Order.

This Bond is fully registered as to both principal and interest. Transfer of this Bond may be registered upon books maintained for that purpose by the Town's Finance Officer, who has been appointed Registrar. Prior to due presentment for registration of transfer, the Registrar will treat the registered owner of this Bond as the person exclusively entitled to payment of principal of and interest on this Bond and the exercise of all other rights and powers of the owner, except that interest will be payable to the person shown as the registered owner at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the interest payment date. The Registrar will not register the transfer of the Bond to any person other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer.

The Town intends that North Carolina laws will govern this Bond and all matters of its interpretation.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

[The remainder of this page has been left blank intentionally]

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Town Manager, its seal to be affixed hereto and attested by the Town Clerk, and this Bond to be dated August _____, 2020.

(SEAL)

ATTEST:

TOWN OF HOLLY SPRINGS,
NORTH CAROLINA

By: (sample only – do not sign)
Linda McKinney
Town Clerk

By: (sample only - do not sign)
Randy Harrington
Town Manager

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The State and Local Government Revenue Bond Act, Article 5, Chapter 159 of the North Carolina General Statutes, as amended.

**LOCAL GOVERNMENT COMMISSION
OF NORTH CAROLINA**

By Greg. C. Gaskins, Secretary

By: _____
[Greg C. Gaskins or Designated Assistant]

[\$5,600,000 Water and Sewer
Revenue Refunding Bond, Series 2020]

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TRANSFER OF BOND

Transfer of this Bond may be registered by the registered owner or his duly authorized attorney upon presentation hereof to the Registrar, who will note such transfer in books kept by the Registrar for that purpose and in the registration blank below.

**Date of Re-
Registration**

**Name of New
Registered Owner**

**Signature
of Registrar**

[\$5,600,000 Water and Sewer
Revenue Refunding Bond, Series 2020,
of the Town of Holly Springs, North Carolina]

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SCHEDULE I – SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS

Principal is payable on July 14 in years and amounts as shown below. The Bond bears interest on the unpaid principal at the annual rate of 1.58%, subject to prepayment and adjustment as provided in the Bond. Interest is payable annually on July 14 beginning July 14, 2021. The table below shows the estimated interest payments.

Date	Principal	Interest	Total
7/14/2021			
7/14/2022			
7/14/2023			
7/14/2024			
7/14/2025			
7/14/2026			
7/14/2027			
7/14/2028			

[To be completed at the time of the bond closing.]

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Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: Avent Ferry Road Widening (GB Alford to Ralph Stevens-TOHS Eng. Proj. 12-003)

Strategic Priority Area: Economic Prosperity & Diversity

Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Aaron Levitt, Engineering

Action(s):

- Approve project budget and budget amendment.
- Award the following contracts and authorize the town manager to sign and execute the following contracts:
 - Avent Ferry Road Widening Construction Engineering & Inspections Contract to JMT, Kimley-Horn and Stewart in the amount of \$391,136.70, contingent upon NCDOT concurrence.
 - Avent Ferry Road Widening Construction Contract to FSC II dba (Fred Smith Company) in the amount of \$1,741,122, which consists of the base bid plus alternate (metal signal poles), contingent upon NCDOT concurrence.
 - Additional Engineering Construction Services Contract (Supplemental Agreement No.5) to Ramey Kemp & Associates in the amount of \$7,500.00, contingent upon NCDOT concurrence.

Explanation:

- This widening project consists of the the construction of approximately 0.34 miles of widening along Avent Ferry Road from GB Alford Bypass (NC 55) to Ralph Stephens Road to four lanes with a median and/or turn lanes at intersections.
- The project will include a continuous green intersection, traffic signals and curb ramp upgrades; curb and gutter; sidewalks, crosswalks; concrete and landscape medians, storm drainage; utility relocations, pavement markings, erosion control measures among other items.
- Staff does recommend awarding the contract to the lowest responsible bidder.
- Construction start is flexible but expected to begin in Summer of 2020 and end in Summer of 2021, a duration of 1 year.

Background:

- On April 16, 2020, the Town received bids for this project and on April 17 bids were opened.
- The need to widen this section of Avent Ferry Road was identified in the TOHS Comprehensive Transportation Plan (CTP).
- Funding for this project will be partially reimbursed with federal-aid funding through the North Carolina Department of Transportation.
- Staff has secured \$1.8M in reimbursable grant funds to date and once the project is completed it is anticipated that over \$2M in grant funds will be used to complete this

project.

- A change order has been solicited to construct the right turn lane as required by the Stephens Tract (Mungo Home) project. This additional cost will be the responsibility of the developer which will be detailed in a forthcoming agreement.
- Efforts were made to incorporate this work during the Avent Ferry Widening project to limit traffic impacts to residents during construction.

Funding Source(s):

- Budget amendment authorizes the transfer of \$592,424 to the project account (48-616) from Street Reserves (Fund 22). Additionally, \$1,644,327 will be transferred from Street Reserves to fully fund reimbursable expenses from NCDOT grants. As the reimbursements are received the cash will be returned to the Street Reserve Fund.
- Budget amendment includes a temporary allocation of \$194,921 of new motor vehicle tax revenue in order to advance the project before the bids expire. These funds will be replenished once the final NCDOT reimbursement check for Sportsmanship Way is received and the project is closed out. The final reimbursement check has been requested.

Attachment(s):

1. CEI Contract
2. Construction Contract (Partial)
3. Bid Tab
4. Bid Recommendation
5. Project Map
6. Avent Ferry Budget Amendment
7. Avent Ferry Project Budget



April 29, 2020

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

Attn: Dirk Siebenbrodt, PE

RE: Proposed Scope of Services for Construction Engineer & Inspections – Revised 4/29/2020
U-5529 Avent Ferry Road Widening
Holly Springs, NC

Mr. Siebenbrodt,

JMT, Kimley-Horn, and Stewart are pleased to provide you with this scope for Construction Engineering & Inspection services on the above referenced project. Our team has the capability and experience to perform the services requested. Herein you will find a summary of our scope of services and estimated fee.

Proposed Scope of Services

JMT will perform Construction Inspection, Construction Materials Testing, and limited Construction Administration (CA) for the project. Kimley-Horn will perform the primary Construction Administration (CA) for the project, and Stewart will provide the laboratory testing at their AASHTO accredited laboratory. Services provided by JMT will include the following:

Construction Inspection

- Daily observation and documentation of the contractor's operations
- Erosion control inspections in accordance with NPDES requirements
- Materials Received Reporting (MRRs)
- Monitoring of subcontractor's operations for DBE compliance
- Completion of testing reports including subgrade density and concrete testing reports
- Tracking of pay quantities
- Conducting wage rate interviews
- Maintaining as-built drawings

Construction Materials Testing

- Materials testing and sampling in accordance with NCDOT's Minimum Sampling Guide
- Compaction testing of subgrade soil
- Proofrolling to verify stability
- Soil classification testing of borrow material
- Field testing of concrete

Limited Construction Administration

- Assist Kimley-Horn and Associates with Construction Administration issues as needed.

Fee

Based upon the proposed scope of work herein, our fee is shown below:

Construction Administration (Kimley-Horn):	\$131,528.87
Inspection & Testing (JMT/Stewart):	\$259,607.83
Total:	\$391,136.70

Attached are the following documents:

- JMT's fee estimate breakdown on the NCDOT's Scope and Fee spreadsheet (including laboratory testing to be performed by Stewart)
- Kimley-Horn's fee estimate breakdown on the NCDOT's Scope and Fee spreadsheet
- Kimley-Horn's Scope of Services letter

Our fee for inspection is based on a 12-month contract time and assumes a second inspector will be needed for a total of two months, primarily for night work. JMT plans to invoice our efforts for CEI services based on a time and material basis, which are highly contingent upon the contractor's work schedule. As such, the actual fee may vary from that estimated here.

If you have any questions or need further information, please do not hesitate to contact me at 984-269-4909 or ptownsend@jmt.com.

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.



Phillip Townsend, PE
Senior Associate



Bill Jenkins, PE, PLA
Senior Vice President

Revised April 29, 2020
Revised March 23, 2020
March 9, 2020

Phillip Townsend, PE
Johnson, Mirmiran & Thompson, Inc.
1130 Situs Court, Suite 200
Raleigh, NC 27606

Re: Professional Services Agreement

Dear Mr. Townsend,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Johnson, Mirmiran & Thompson, Inc. ("Client" or "JMT") for providing Construction Administration services for the "U5529 Avent Ferry Road Widening Bypass to Ralph Stephens Road (TOHS #12003)".

Project Understanding

The Town of Holly Springs has requested Kimley-Horn and Johnson, Mirmiran & Thompson provide fulltime construction phase services for the U5529 project. The Consultant will provide construction administration for the U5529 project, while JMT will provide daily inspection, field reporting and materials and testing. Consultant understands that the construction schedule for the U-5529 is 365 calendar days. Consultant assumes that the total duration of their services will be a total of 56 weeks, which includes startup and project closeout.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Administration

Engineers Weekly Summary. Consultant will compile data from the project on a weekly basis, such as field and testing reports, weather data, schedule status and any outstanding items. This information will be placed into an Engineers Weekly Summary and distributed to the Client and NCDOT. *Consultant assumes 52 weekly summaries.*

Weekly Meetings. Consultant will administer bi-weekly meetings with the contractor, Client, NCDOT and other stakeholders. Consultant will compile meeting minutes and distribute to all stakeholders. *Consultant assumes 26 bi-weekly meetings.*

Visits to Site and Observation of Construction. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant

will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. *Consultant assumes 52 site visits will be required, site visits to be incorporated with weekly meetings.*

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Review Pay Applications. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Consultant will review, approve and make recommendation for payment to Client. The submitted pay application will be reviewed with JMT, and cross check with submitted field reports. Consultant will also review that all information that is required by NCDOT for LAPP funding is included, such as material tickets, supplier list, W-9 forms, DBE-IS for subcontractors, subcontractor approval forms, sales tax, certified payroll and updated schedule. *Consultant assumes 13 pay applications and schedule reviews.*

Review Requests for Information. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client. *Consultant assumes there will be 5 requests for information submitted for review.*

Review Subcontract Approval Forms. Consultant will review subcontract approval forms for compliance for Client. The submitted subcontract approval forms will be cross-checked with against the pay applications and daily field reports. These subcontract forms will ultimately be approved and submitted with the pay application. *Consultant assumes 10 subcontract approval forms will be submitted for the project.*

Review of Shop Drawings and Approved Products List. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Consultant will review the shop drawing submittals with the NCDOT Approved Products for compliance with the plans and specifications. Consultant anticipates approximately 100 items will require review and approved. *We also anticipate that these would be compiled into 20 larger packages and submitted for review.*

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Review of Supplemental Agreements Consultant may recommend Supplemental Agreements to the Client, and will review and make recommendations related to Supplemental Agreements submitted or proposed by the Contractor. Our review will involve coordination with NCDOT and Client to include all stakeholders in the project. Consultant will also follow NCDOT funding guidelines. *Consultant assumes 3 supplemental agreements.*

Review of Wage Interviews. Consultant will review all wage interviews in accordance with LAPP funding guidelines. JMT will be conducting the interviews quarterly and submitting to Consultant for review. Consultant will review the interviews against the certified payroll submitted by the contractor, as well as the daily reports submitted by JMT. *Consultant assumes 20 wage interviews.*

Periodic NCDOT Reviews. Consultant will setup periodic reviews with NCDOT to verify that the material and information we are compiling are in accordance with LAPP reimbursement. Consultant will engage NCDOT on a monthly basis for these reviews. It is anticipated that these reviews will be part of a weekly or monthly meeting. *Consultant assumes 4 reviews with NCDOT.*

LAPP Reimbursement Notebook. Consultant will compile and maintain the project notebook to be submitted to NCDOT at the end of the project for LAPP funding reimbursement. The project notebook will be in addition to the project website, as we will be required to submit notebooks at the end of the project.

Project Closeout. Consultant will work with Client and NCDOT to close out the project. This process will include a pre-punch list, punch list walk through, a follow up punch list walk through, NCDOT audit and Materials and Testing Audit.

Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Construction Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. This does not apply to Consultant. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Plan revisions
- Inspections and testing
- Services beyond anticipated construction schedule

Additional Services

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

- Signal corridor timing.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1- Project Administration for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Title of Task	\$131,528.87
Total Lump Sum Fee	\$131,528.87

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

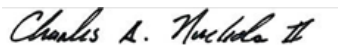
____ Please email all invoices to SE-PayableInvoices@kimley-horn.com

____ Please copy Todd.Ireland@kimley-horn.com

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Charles A. Nuckols
Senior Vice President

Todd Ireland
Vice President

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts

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from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision

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until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be

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void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The 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.

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kimley-horn.com

421 Fayetteville Street, Suite 600, Raleigh, NC 27601

919-677-2000

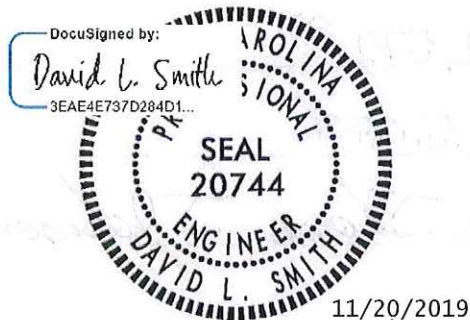
Advertisement, Proposal, Contract Documents, and
Technical Specifications for
U-5529

Avent Ferry Road Improvements

Wake County, North Carolina

Prepared for:
Town of Holly Springs
North Carolina
Prepared by:

Ramey Kemp and Associates, Inc.
5808 Faringdon Place
Raleigh, North Carolina 27609



November 2019

TOWN OF HOLLY SPRINGS

PROJECT NAME: U-5529
AVENT FERRY INTERSECTION IMPROVEMENTS

DATE OF ADVERTISING: MARCH 09, 2020

DATE OF BID OPENING: APRIL 17, 2020

NAME OF BIDDER: FSL II, LLC dba Fred Smith Company

ADDRESS: 701 CORPORATE CENTER DR., SUITE 101, RALEIGH NC 27607

NC. LICENSE NO.: 43848

BID DEPOSIT 5%: 5% BID BOND

TOTAL BID: \$ 1,572,572⁰⁰

MWBE PERCENTAGE: 5.67%

CONTRACTOR SIGNATURE: Thomas J Johnson

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ADVERTISEMENT FOR BIDS

PROJECT NAME: U-5529 AVENT FERRY IMPROVEMENTS

Pursuant to NC General Statutes 143-129, sealed bids will be received by the Town of Holly Springs for the furnishing of all materials, labor, equipment and construction of the U-5529, consisting of one contract having the following principal items:

U-5529 consists of approximately 2,000 LF of roadway widening along Avent Ferry Road (SR 1115). Project will include grading, drainage, paving, curb and gutter, traffic control, pavement markings and markers, utilities, erosion control, signing, signals, and other related items as shown on the plans in accordance with these specifications and plans.

All work shall be performed in accordance with the North Carolina Department of Transportation Standard Specifications for Roads and Structures dated January 2018 with all amendments and supplements.

Sealed bids should be submitted to the attention of Mrs. Sara Emig, Town of Holly Springs, 128 South Main Street, Holly Springs, North Carolina, 27540 and marked "**U-5529 – Avent Ferry Road Improvements.**"

Bids will be received at the Town of Holly Springs, Engineering Department, 128 South Main Street, Holly Springs, N.C. until **3:00 p.m. on APRIL 16, 2020**. Since Town Hall is temporarily closed to the public, bids can be dropped off at a secure box with the label "Bid Plans", located at the back entrance/rear door behind Town Hall, until the above mentioned deadline

The public opening will be held on **APRIL 17, 2020** at **3:30 p.m.**, at which time the BIDS will be publicly opened and read aloud via Zoom Meeting:

<https://hollysprings.zoom.us/j/746070872?pwd=Zk9vQzBkUXV1UllQNWlwQ2QvQk5QUT09>

Meeting ID: 746 070 872

Password: 177394

One tap mobile

+13126266799,,746070872# US (Chicago)

+16465588656,,746070872# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 746 070 872

Find your local number: <https://hollysprings.zoom.us/j/746070872?pwd=Zk9vQzBkUXV1UllQNWlwQ2QvQk5QUT09>

Plans, Specifications, and Contract documents may be seen at the office of the Director of Engineering, Holly Springs Municipal Bldg., 128 S. Main St., Holly Springs, North Carolina, on the Town's website at www.hollyspringsnc.us, and at the following electronic plan rooms: Carolina Plan Room, Construct Connect, NC Institute of Minority Economic Development, Planscope.com (Accent Imaging), Bidclerk, Carolina AGC, and iSqFt; documents may be obtained after March 9, 2020 at the Town of Holly Springs, North Carolina, upon a non-refundable payment of \$250.00 per set in cash or check. Postage and handling charge of \$25.00 will be added for any items that are mailed.

REQUIRED: Plan holders are required to sign up for "Construction Bids" notifications at www.hollyspringsnc.us/bids.aspx for further project notifications/addenda.

Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Please refer to Section 102-2 of the NCDOT 2018 Standard Specifications. Contractors wishing to become prequalified may obtain information through the NCDOT website at <http://www.ncdot.gov/business/>.

A pre-bid meeting for explanation of the project requirements will be conducted at **3:00 p.m. on MARCH 26, 2020** via Zoom Meeting:

<https://hollysprings.zoom.us/j/217468172?pwd=QTJEZGhRUDJxVVB6Zkc1cnFmT2FMdz09>

Meeting ID: 217 468 172

Password: 938808

One tap mobile

+13126266799,,217468172# US (Chicago)

+16465588656,,217468172# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 217 468 172

Find your local number: <https://hollysprings.zoom.us/u/abMdneyJrDQ>

The TOWN OF HOLLY SPRINGS reserves the right to waive any informality, to reject any and all BIDS, and to award a contract which, in its judgment, is in the best interest of the Town of Holly Springs.

The BIDDER to whom a contract may be awarded shall fully comply with the requirements of all North Carolina General Statutes governing the practice of general contracting and the procedures for letting of public contracts.

A Bid Security in the amount of five percent (5%) of the proposed overall bid amount must accompany each proposal in order to be considered. The Bid security may be in the form of cash, a certified check or bank draft payable to the Town of Holly Springs, a Bid Bond executed by the Bidder or an acceptable Surety Agency consented to conduct business in North Carolina. No Bid may be withdrawn for a period of sixty (60) days from the date of bid opening except as may be allowed under North Carolina General Statutes.

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

The proposal shall be plainly marked:

**“QUOTATION FOR – U-5529 – AVENT FERRY ROAD IMPROVEMENTS
TO BE OPENED AT 3:30 P.M. ON FRIDAY , April 17, 2020 .”**

The envelope shall also be marked with the Bidder's name, address, North Carolina **contractor license number**, and name and phone number of a contact person. **All bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove section and resubmit.**

If mailed or delivered, the envelope shall show the date and time of the Bid Opening in order to guard against premature opening of the Bid. Addresses for Delivery of Bids:

US Postal Service	Delivery
Attn: Sara Emig Town of Holly Springs Engineering Department P O Box 8 Holly Springs, NC 27540	Attn: Sara Emig Town of Holly Springs Engineering Department 128 South Main Street Holly Springs, NC 27540

Bids submitted by facsimile shall not be accepted.

The Owner may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Each proposal shall be accompanied by a Bid Bond payable to the Town of Holly Springs for an amount of not less than five percent (5%) of the total amount bid; or in lieu of the Bid Bond, the bidder may offer a certified check in an amount of not less than five percent (5%) of the total amount bid. The Bids and bidder's bond or checks of all bidders may be held for a period of ninety (90) days pending award of the contract. Notification of award of contract shall be evidence of intent to contract and shall extend time for holding the contractor's bid surety for a time mutually agreed between the Town of Holly Springs and the bidder.

Each proposal is required to have a page providing references to include the company name, address, phone number, e-mail and contact name and position and the type of work completed. See form at the end of this section.

AWARDING CONTRACT

“The Town of Holly Springs, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder on the base and/or Alternate/Option bid whose qualifications indicate the award will be in the best interest of the Town of Holly Springs. The Town of Holly Springs reserves the right to waive technicalities and/or reject any or all bids.

The Owner will not consider any bid or award of Contract to any person, firm, or corporation who has defaulted in any obligation to the Owner or who, in the opinion of the Owner, failed to perform their work satisfactorily, either as to character or time.

Any bidder that is currently in litigation with the town will be disqualified from bidding

A conditioned or qualified bid will not be accepted.

Requirements for the submittal information will vary based on the complexity and importance of the product to the project as a whole. Submittals should be prepared in a concise and straightforward manner. Submittals shall clearly identify variances from the specifications. Products that clearly do not meet the requirements of the specifications and plans should not be submitted. Unless noted, products shall be the manufacturer's standard offering, with standard options.

Incomplete submittals, or submittals received after the deadline, shall not be considered.

Submittals are to be delivered to the Engineer at the address indicated in the "Notice To Bidders". The Owner and Engineer shall review all submittals and issue an Addendum to all document holders no later than 7 days prior to the bid opening date, listing the approved products.

To ensure that all document holders will receive Addendum updates, project announcements and general updates, interested bidders must provide their contact information via a short confirmation email to dirk.siebenbrodt@hollyspringsnc.us at the time the plans and project manual are being downloaded.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Town of Holly Springs, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina.

Minority Business participation must be documented and submitted with bids, please see Special Provision SP1 G63 Disadvantaged Business Enterprise (Local Government Agencies) in the contract documents for further direction.



References:

Client: Pulte
Contact: Scott Cobb
Phone: (919) 291-8025

Client: Readers & Partners
Contact: Scott Lay
Phone: (919) 706-9397

Client: Ashland Construction
Contact: Brian Kirkpatrick
Phone: (919) 706-7488

Client: Sembler Company
Contact: Stan Flack
Phone: (727) 384-6000

10/10/10

Reference Sheet
(To be filled out with each submittal package)

SEE ATTACHED REFERENCE SHEET

Company Name	Address	Phone	E-mail	Contact person Name	Contact Person Position	Type of Work Completed

PROPOSAL FORM

PROPOSAL FOR THE CONSTRUCTION OF U- 5529 - AVENT FERRY ROAD IMPROVEMENTS
IN THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

DATE: 4-16-2020

TOWN OF HOLLY SPRINGS
WAKE, NORTH CAROLINA

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, all of which are acknowledged to be a part of the proposal, and the Proposal Form; and he has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the Town Council of the TOWN OF HOLLY SPRINGS under this proposal, to execute within fourteen (14) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

- (1) If this contract is awarded to him he must, upon completion of this contract, or at any other time requested, furnish to the Town an accurate itemized statement of North Carolina Sales Tax paid on materials, supplies, equipment and any other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures", attached.
- (2) The bidder further agrees to begin work within ninety (90) calendar days from date of contract notice to proceed.
- (3) The bidder represents and agrees to complete the entire U-5529 project in three hundred sixty-five (365) calendar days.

Submitted this 16 day of APRIL, 2020.

Name of bidder: FSC 11, LLC d/b/a FRED SMITH COMPANY

Address: 701 CORPORATE CENTER DR., SUITE 101, RALEIGH NC 27607

ADDITIONAL BIDDER'S CERTIFICATION**Acceptance of Terms**

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of one-hundred and twenty (120) days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a LIMITED LIABILITY COMPANY (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

FSC II, LLC dba Fred Smith Company
Firm Name

APRIL 16, 2020
Date

Thomas S. Johnson
Authorized Signature

VICE PRESIDENT
Title

U-5529 Avent Ferry Road Improvements
Name of Project

701 CORPORATE CENTER DRIVE, SUITE 101
RALEIGH NC 27607
Address of Firm

Town of Holly Springs**AFFIDAVIT A****AFFIDAVIT of Intent to Perform Contract with Own Workforce.**County of WakeAffidavit of FSC II, LLC dba FRED SMITH COMPANY
(Name of Bidder)

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

AVANT FERRY ROAD IMPROVEMENTS

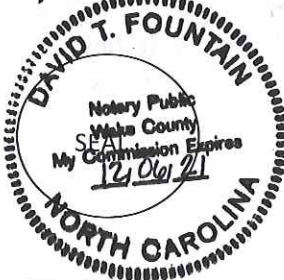
contract.

(Name of Project)

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

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

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

Date: 4/16/2020 Name of Authorized Officer: THOMAS T. JOHNSON, JR.Signature: Thomas T. Johnson JrTitle: VICE PRESIDENTState of North Carolina, County of WAKESubscribed and sworn to before me this 16TH day of APRIL 2020Notary Public David T. FountainMy commission expires 12/06/2021

Schedule of Prices

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS	\$78,000 ⁻	\$78,000 ⁻
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$20,000 ⁻	\$20,000 ⁻
3	0043000000-N	226	GRADING	1	LS	\$310,000 ⁻	\$310,000 ⁻
4	0050000000-E	226	SUPPLEMENTAL CLEARING & GRUBBING	0.1	ACR	\$10 ⁻	\$1 ⁻
5	0057000000-E	226	UNDERCUT EXCAVATION	100	CY	\$35 ⁻	\$3,500 ⁻
6	0134000000-E	240	DRAINAGE DITCH EXCAVATION	110	CY	\$20 ⁻	\$2,200 ⁻
7	0195000000-E	265	SELECT GRANULAR MATERIAL	100	CY	\$10 ⁻	\$1,000 ⁻
8	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	800	SY	\$3 ⁻	\$2,400 ⁻
9	0318000000-E	300	FND CONDIR MATL, MINOR STRUCTURES	270	TON	\$10 ⁻	\$2,700 ⁻
10	0320000000-E	300	FND CONDIR GEOTEXTILE	840	SY	\$1 ⁻	\$840 ⁻
11	0335200000-E	305	15" DRAINAGE PIPE	192	LF	\$55 ⁻	\$10,560 ⁻
12	0335300000-E	305	18" DRAINAGE PIPE	213	LF	\$71 ⁻	\$15,123 ⁻
13	0335400000-E	305	24" DRAINAGE PIPE	165	LF	\$75 ⁻	\$12,375 ⁻
14	0343000000-E	310	15" SIDE DRAIN PIPE	40	LF	\$46 ⁻	\$1,840 ⁻
15	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	796	LF	\$65 ⁻	\$51,740 ⁻
16	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	224	LF	\$75 ⁻	\$16,800 ⁻
17	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	24	LF	\$115 ⁻	\$2,760 ⁻
18	0354000000-E	310	15" RC PIPE CULVERTS, CLASS V	116	LF	\$100 ⁻	\$11,600 ⁻
19	0995000000-E	340	PIPE REMOVAL	335	LF	\$15 ⁻	\$5,025 ⁻
20	1099500000-E	505	SHALLOW UNDERCUT	300	CY	\$25 ⁻	\$7,500 ⁻
21	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	300	TON	\$50 ⁻	\$15,000 ⁻
22	1220000000-E	545	INCIDENTAL STONE BASE	50	TON	\$65 ⁻	\$3,250 ⁻
23	1308000000-E	607	MILLING ASPHALT PAVEMENT, 0" TO 1.5" DEPTH	1,500	SY	\$5 ⁰⁰	\$8,700 ⁻
24	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,265	TON	\$72 ⁻	\$91,080 ⁻
25	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	520	TON	\$95 ⁻	\$49,400 ⁻
26	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	1,030	TON	\$75 ⁻	\$77,250 ⁻
27	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	145	TON	\$650 ⁻	\$94,250 ⁻
28	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	270	TON	\$125 ⁻	\$33,750 ⁻
29	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	25	EA	\$2,600 ⁻	\$65,000 ⁻
30	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	5	EA	\$675 ⁻	\$3,375 ⁻

	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
31	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	7	EA	\$ 700 ⁻	\$ 4,900 ⁻
32	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	3	EA	\$ 725 ⁻	\$ 2,175 ⁻
33	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE F	3	EA	\$ 740 ⁻	\$ 2,220 ⁻
34	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE G	6	EA	\$ 740 ⁻	\$ 4,440 ⁻
35	2396000000-N	840	FRAME WITH COVER, STD 840.54	1	EA	\$ 559 ²⁵	\$ 559 ²⁵
36	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	7	EA	\$ 725 ⁻	\$ 5,075 ⁻
37	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	3	EA	\$ 1,100 ⁻	\$ 3,300 ⁻
38	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	1,920	LF	\$ 16 ⁻	\$ 30,720 ⁻
39	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,500	LF	\$ 18 ⁻	\$ 27,000 ⁻
40	2591000000-E	848	4" CONCRETE SIDEWALK	1,200	SY	\$ 35 ⁻	\$ 42,000 ⁻
41	2605000000-N	848	CONCRETE CURB RAMPS	8	EA	\$ 2,200 ⁻	\$ 17,600 ⁻
42	2612000000-E	848	6" CONCRETE DRIVEWAY	230	SY	\$ 55 ⁻	\$ 12,650 ⁻
43	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	220	SY	\$ 58 ⁻	\$ 12,760 ⁻
44	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	10	EA	\$ 625 ⁻	\$ 6,250 ⁻
45	3649000000-E	876	RIP RAP, CLASS B	10	TON	\$ 110 ⁻	\$ 1,100 ⁻
46	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	7	SY	\$ 10 ⁻	\$ 70 ⁻
47	4589000000-N	SP	TRAFFIC CONTROL	1	LS	\$ 120,000 ⁻	\$ 120,000 ⁻
48	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	342	LF	\$ 3 ⁵⁰	\$ 1,197 ⁻
49	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	1382	LF	\$ 3 ⁵⁰	\$ 4,837 ⁻
50	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	565	LF	\$ 4 ²⁰	\$ 2,373 ⁻
51	4697000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)	566	LF	\$ 4 ²⁰	\$ 2,377 ²⁰
52	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	45	LF	\$ 4 ²⁰	\$ 189 ⁻
53	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	326	LF	\$ 10 ⁷⁵	\$ 3,504 ⁵⁰
54	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	4	EA	\$ 120 ⁻	\$ 480 ⁻
55	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	23	EA	\$ 220 ⁻	\$ 5,060 ⁻
56	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	1730	LF	\$ 3 ⁻	\$ 5,190 ⁻

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
57	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	1130	LF	\$ 2 ²⁰	\$ 2,486 ⁻
58	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	45	LF	\$ 3 ⁻	\$ 135 ⁻
59	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	358	LF	\$ 3 ⁵⁰	\$ 1,253 ⁻
60	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	90	EA	\$ 11 ⁻	\$ 990 ⁻
61	4025000000-E	901	CONTRACTOR FURNISHED, TYPE E SIGN	65	SF	\$ 18 ⁻	\$ 1,176 ⁻
62	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	182	LF	\$ 5 ¹⁰	\$ 928 ²⁰
63	4102000000-N	904	SIGN ERECTION, TYPE E	5	EA	\$ 175 ⁻	\$ 875 ⁻
64	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	8	EA	\$ 175 ⁻	\$ 1,400 ⁻
65	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	1	EA	\$ 5 ⁻	\$ 5 ⁻
66	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	1	EA	\$ 5 ⁻	\$ 5 ⁻
67	6000000000-E	1605	TEMPORARY SILT FENCE	1395	LF	\$ 2 ²⁵	\$ 3,138 ⁷⁵
68	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75	TON	\$ 10 ⁻	\$ 750 ⁻
69	6012000000-E	1610	SEDIMENT CONTROL STONE	170	TON	\$ 10 ⁻	\$ 1,700 ⁻
70	6015000000-E	1615	TEMPORARY MULCHING	0.50	ACR	\$ 900 ⁻	\$ 450 ⁻
71	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100	LB	\$ 2 ⁻	\$ 200 ⁻
72	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED-ING	0.50	TON	\$ 800 ⁻	\$ 400 ⁻
73	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	\$ 1 ⁻	\$ 200 ⁻
74	6036000000-E	1631	MATting FOR EROSION CONTROL	6250	SY	\$ 0 ⁵⁰	\$ 3,125 ⁻
75	6042000000-E	1632	1/4" HARDWARE CLOTH	845	LF	\$ 2 ⁻	\$ 1,690 ⁻
76	6071010000-E	SP	WATTLE	130	LF	\$ 10 ⁻	\$ 1,300 ⁻
77	6084000000-E	1660	SEEDING & MULCHING	1	ACR	\$ 1,800 ⁻	\$ 1,800 ⁻
78	6087000000-E	1660	MOWING	1	ACR	\$ 100 ⁻	\$ 100 ⁻
79	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	\$ 5 ⁻	\$ 250 ⁻
80	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$ 1,000 ⁻	\$ 250 ⁻
81	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	\$ 2 ⁷⁵	\$ 137 ⁵⁰
82	6108000000-E	1665	FERTILIZER TOPDRESSING	0.25	TON	\$ 1,000 ⁻	\$ 250 ⁻
83	6114500000-N	1667	SPECIALIZED HAND MOWING	80	MHR	\$ 95 ⁻	\$ 7,600 ⁻
84	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	10	EA	\$ 10 ⁻	\$ 100 ⁻
85	6132000000-N	SP	CURB INLET PROTECTION	3	EA	\$ 300 ⁻	\$ 900 ⁻
86	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	8	EA	\$ 225 ⁻	\$ 1,800 ⁻

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
87	6102000000-E	1664	SODDING	685	SY	\$ 7 ⁻	\$ 4,795 ⁻
88	6216000000-N	1670	ACER, MAPLE,	2	EA	\$ 343 ⁷⁵	\$ 687 ⁵⁰
90	6430000000-N	1670	LAGERSTROEMIA, CRAPE MYRTLE,	12	EA	\$ 192 ⁵⁰	\$ 2,310 ⁻
90	6640000000-N	1670	THUJA OCCIDENTALIS, ARBORVITAE, SUNKIST, 36" HT	9	EA	\$ 48 ²⁵	\$ 434 ²⁵
91	6200000000-N	1670	ABELIA X GRANDIFLORA, GLOSSY ABELIA	10	EA	\$ 34 ⁵⁰	\$ 345 ⁻
92	6590000000-N	1670	RAPHIOLEPIS INDICA, INDIAN HAWTH.	66	EA	\$ 34 ⁵⁰	\$ 2,277 ⁻
93	6395000000-N	1670	ILEX, HOLLY,	58	EA	\$ 34 ⁵⁰	\$ 2,001 ⁻
94	6640000000-N	1670	THUJA OCCIDENTALIS, ARBORVITAE, HETZ'S MIDGET, 12" HT	31	EA	\$ 24 ⁷⁵	\$ 767 ²⁵
95	6640000000-N	1670	MUHLENBERGIA CAPILLARIS, HAIRAWN MUHLY, 1 GAL	220	EA	\$ 11 ⁻	\$ 2,420 ⁻
96	6640000000-N	1670	JUNIPERUS HORIZONTALIS, BLUE RUG, 1 GAL	220	EA	\$ 11 ⁻	\$ 2,420 ⁻
97	6645000000-N	SP	WEED BARRIER	5550	SF	\$ 0 ²⁵	\$ 1,387 ⁵⁰
98	6655000000-E	1670	MULCH FOR PLANTING	75	CY	\$ 38 ⁻	\$ 2,850 ⁻
99	6665000000-E	1670	WATER FOR PLANTING	40	M/G	\$ 125 ⁻	\$ 5,000 ⁻
100	6655000000-E	1670	POSTEMERGENT HERB TREAT FOR PLANT BEDS	1200	SY	\$ 0 ¹⁷	\$ 204 ⁻
101	6670000000-E	1670	PREEMERGENT HERB TREAT FOR PLANT BEDS	1200	SY	\$ 0 ¹⁷	\$ 204 ⁻
102	6900000000-E	SP	TOPSOIL	220	CY	\$ 50 ⁻	\$ 11,000 ⁻
103	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION WITH COUNTDOWN)	13	EA	\$ 1,300 ⁻	\$ 16,900 ⁻
104	7060000000-E	1705	SIGNAL CABLE	3550	EA	\$ 4 ²⁵	\$ 15,587 ⁵⁰
105	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	15	EA	\$ 780 ⁻	\$ 11,700 ⁻
106	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4	EA	\$ 980 ⁻	\$ 3,920 ⁻
107	7264000000-E	1710	MESSENGER CABLE (3/8")	650	LF	\$ 4 ²⁵	\$ 2,762 ⁵⁰
108	7288000000-E	1715	PAVED TRENCHING (1 conduit, 2 inch)	125	LF	\$ 21 ⁻	\$ 2,625 ⁻
109	7300000000-	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	625	LF	\$ 6 ⁵⁰	\$ 4,062 ⁵⁰
110	7300000000-E	1715	UNPAVED TRENCHING (3 conduits, 2 inch)	25	LF	\$ 12 ⁻	\$ 300 ⁻
111	7300100000-E	1715	UNPAVED TRENCHING FOR TEMPORARY LEAD-IN	125	LF	\$ 3 ⁻	\$ 375 ⁻
112	7301000000-E	1715	DIRECTIONAL DRILL (1 conduit, 2 inch)	150	LF	\$ 21 ⁻	\$ 3,150 ⁻
113	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	19	EA	\$ 280 ⁻	\$ 5,320 ⁻
114	7360000000-N	1720	WOOD POLE	4	EA	\$ 975 ⁻	\$ 3,900 ⁻
115	7372000000-N	1721	GUY ASSEMBLY	12	EA	\$ 280 ⁻	\$ 3,360 ⁻

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
116	7396000000-E	1722	1/2" RISER WITH WEATHERHEAD	3	EA	\$ 200 ⁻	\$ 600 ⁻
117	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1	EA	\$ 275 ⁻	\$ 275 ⁻
118	7420000000-E	1722	2" RISER WITH WEATHERHEAD	6	EA	\$ 400 ⁻	\$ 2,400 ⁻
119	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1675	LF	\$ 6 ⁵⁰	\$ 10,875 ⁵⁰
120	7456000000-E	1726	LEAD-IN CABLE (14-2)	5000	LF	\$ 2 ⁵⁰	\$ 11,250 ⁻
121	7636000000-N	1745	SIGN FOR SIGNALS	8	EA	\$ 500 ⁻	\$ 4,000 ⁻
122	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	5	EA	\$ 2,000 ⁻	\$ 10,000 ⁻
123	7732000000-N	1751	CONTROLLER WITH CABINET (TYPE 170E, POLE MOUNTED)	1	EA	\$ 12,800 ⁻	\$ 12,800 ⁻
124	7744000000-N	1751	DETECTOR CARD (TYPE 170)	6	EA	\$ 135 ⁻	\$ 810 ⁻
125	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1	EA	\$ 14,500⁻ \$ 2,500⁻	\$ 14,500⁻ \$ 2,500⁻
126	7901000000-N	1753	CABINET BASE EXTENDER	1	EA	\$ 350⁻ \$ 1,800⁻	\$ 350⁻ \$ 1,800⁻
127	7980000000-N	SP	GENERIC SIGNAL ITEM (MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES)	1	EA	\$ 10,800 ⁻	\$ 10,800 ⁻
128	7980000000-N	SP	GENERIC SIGNAL ITEM (MODIFY RADIO INSTALLATION)	2	EA	\$ 3,500 ⁻	\$ 7,000 ⁻
129	5648000000-N	1515	RELOCATE WATER METER	4	EA	\$ 1,750 ⁻	\$ 7,000 ⁻
130	5666000000-N	1515	FIRE HYDRANT	1	EA	\$ 6,500 ⁻	\$ 6,500 ⁻
131	5672000000-N	1515	RELOCATE FIRE HYDRANT	2	EA	\$ 4,300 ⁻	\$ 8,600 ⁻
132	5815500000-N	1530	REMOVE FIRE HYDRANT	1	EA	\$ 1,800 ⁻	\$ 1,800 ⁻

TOTAL \$ 1,572,572⁰⁰

Note:

A Bid Alternate for Metal Poles and Mast Arms with Mono Curve Design is attached at the end of this document as an appendix. The price for these items would be for the design & installation (material and labor) and would be separate from the base bid.

SIGNATURE SHEET – BID

Prior to submitting this proposal, each Bidder shall carefully examine the site and familiarize (himself, themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents (which includes Advertisement, the form of Proposal, form of Bid Bond, form of Contract (Agreement), Addenda (if any), General Conditions, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, on file in Town Hall, hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Work, all in accordance with the above listed documents at and for the Contract sum as determined by the unit prices or lump sum bid for work in place for the items and quantities on the following pages.

The foregoing quantities shown in the Schedule of Prices are considered to be approximate only and are given as the basis for comparison of bids. The Engineer may increase or decrease the quantity of any item or portion of the work, or eliminate any item or portion of the work, as may be deemed necessary or expedient. An increase or decrease in the quantity of any item or elimination of any item will not be regarded as sufficient ground for an increase or decrease in any unit prices, nor in the time allowed for completion of the work, except as provided for in the contract.

Section Numbers refer to the appropriate section of the 2012 Standard Specifications of the North Carolina Department of Transportation. PSP refers to the appropriate section of the Project Special Provisions.

Accompanying this Proposal is a Surety Bond with Warrant of Attorney to confess judgment, or other satisfactory surety, or Certified Check drawn on a responsible banking institute, payable to the order of the Town of Holly Springs for five percent of this Proposal is accepted and the undersigned shall fail to execute a Contract with the conditions of this Proposal, within ten (10) days after the Contract is mailed for execution, as provided in the Standard Specifications; otherwise, said deposit is to be returned to the undersigned.

SIGNATURE OF BIDDER

Name of Firm:

FSC II, LLC dba FRED SMITH COMPANY
(Print or Type)

Signature of Bidder:

Thomas J. Johnson (SEAL)

ATTEST

Tam M. Wilk
(Secretary, if Corporation)

Address of Bidder:

(Print or Type)

701 CORPORATE CENTER DR, SUITE 101
RALEIGH NC 27607

ACKNOWLEDGEMENT OF ADDENDA:

No.: 1Date: 3/25/2020No.: 2Date: 4/3/2020No.: 3Date: 4/9/2020

NORTH CAROLINA

CONTRACT

WAKE COUNTY

THIS CONTRACT is made and executed by and between the TOWN OF HOLLY SPRINGS, NORTH CAROLINA, a municipal corporation hereinafter designated as the "TOWN" or the "OWNER and hereinafter designated as the "CONTRACTOR":

WITNESSETH:

That pursuant to the provisions of Chapter 143-128 et seq., as amended, of the General Statutes of North Carolina, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the Town Council of the Town of Holly Springs, at a meeting on the _____ day of _____ 2020, awarded the contract for said construction to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the TOWN, hereinafter specified, the TOWN and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

(1) The CONTRACTOR, at his (its) own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

U-5529 consists of approximately 2,000 LF of roadway widening along Avent Ferry Road (SR 1115). Project will include grading, drainage, paving, curb and gutter, traffic control, pavement markings and markers, utilities, erosion control, signing, signals, and other related items as shown on the plans in accordance with these specifications and plans.

(2) In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

NCDOT Standards and Specifications for Roads and Structures (2018 Edition), NCDOT Roadway Standard Drawings (2018 Edition), and Manual on Uniform Traffic Control Devices (MUTCD), Town of Holly Springs Engineering Design and Construction Standards (<https://hollyspringsnc.us/127/Engineering-Design-and-Construction-Stan>).

The originals of such specifications, schedules, drawings and other documents are on file at the Town of Holly Springs. The CONTRACTOR shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Town Engineer or such other official, employee, or other agent of the Town as the Town may designate.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor agrees to receive the prices stated in the Proposal attached, in full compensation for furnishing materials, and for labor in moving materials and executing all the work contemplated and shall be responsible for all loss or damage arising out of the nature of the work aforesaid or from any action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery of the same, and for all risks of every nature and description connected with the work and furnishing the materials until their final completion and acceptance; also, for expense incurred by or in consequence of the suspense; also, for expense incurred by or in consequence of the suspense or of the discontinuance of said work and furnishing said materials according to the Plans, Specifications and requirements of the Engineer under them.

III. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed and completed to the satisfaction of the Town Engineer of the Town of Holly Springs, or of such other official, employee, or agent of the Town of Holly Springs as may be designated by the Town, and such official, employee or agent designated by the Town shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the Town, the decision and determination of the latter shall be taken and shall be final and conclusive.

IV. COMPENSATION

The Town will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made twenty-five (25) days after receipt of a correct payment request.

On the completion of the work, the Engineer shall proceed with due diligence to measure up the work and material and present his final estimate to the Town, whereupon the Town shall pay, or cause to be paid, within forty-five (45) days thereafter such amount, less payments previously made, in legal tender of the United States, and payments of such final amount shall release the Town from claims for work done or materials furnished under this Contract.

The Town will require release of all claims for materials or labor furnished for this work prior to the payment of the final estimate. The Contractor shall furnish the Town with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction and that claims, suits, and proceedings of every name and description against the Town, its officers and agents, have been settled.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

V. SURETY BONDS

The CONTRACTOR has furnished and attached hereto a Performance Bond in the penal sum of _____ dollars, and a Payment Bond in the penal sum of _____ dollars covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the TOWN may prescribe and with surety approved by the TOWN. Should any surety upon the bond for the performance of this Contract become unacceptable to the TOWN, the CONTRACTOR must promptly furnish additional security as may be required from time to time by the TOWN to protect the interests of the TOWN and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

VI. CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the Town of Holly Springs relating to work done in the public streets or other public property of the Town.

The CONTRACTOR has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements.

VII. AMENDMENTS AND MODIFICATIONS

The following additional provisions and/or changes in the foregoing provisions of the Contract have been made in this Contract prior to its execution:

Addendum Dated _____

VIII. CONTROLLING LAW

All matters relating to this contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake

County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

IX. NON-DISCRIMINATION ASSURANCES

In consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract, no matter how remote.

X. NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner (Town) hereby acknowledge that the Owner has acquired permanent and temporary easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE TOWN WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE TOWN OF HOLLY SPRINGS.

Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the Town from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the Town may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the Town's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the Town in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the Town of Holly Springs, and its Contract with the Town of Holly Springs, and that the Contractor will be solely responsible for activities carried out on such areas.

XI. CERTIFICATE OF INSURANCE

The contractor must be accompanied by a certificate of liability insurance showing the following minimum coverage per occurrence:

- Five million dollars (\$5,000,000.00) for bodily injuries or death sustained by one person or,
- Five million dollars (\$5,000,000.00) for bodily injury or death sustained by more than one person in a single accident or occurrence; and
- Five million dollars (\$5,000,000.00) for property damage which may be sustained as a result of a single accident or occurrence as a result of any work referred to in the contract.
- Workers' Compensation coverage. The Certificate of Insurance must show compliance with state statute.
- Binder Agreement should show Town of Holly Springs as an additional insured.
- Binder Agreement should show NCDOT as an additional insured as per Article 107-15 of the Standard Specifications.

XII. INCORPORATION OF DOCUMENTS

All documents and other items physically attached to this CONTRACT and all other documents incorporated hereinto by reference are to be considered fully a part of the CONTRACT, such items including the following, as indicated:

- | | |
|--|--|
| A. Advertisement | Q. Debarment Certificate |
| B. Instructions to Bidders - NCDOT | R. Bid Bond |
| C. Instructions to Bidders – Town of Holly Springs | S. Payment Bond |
| D. Procedure for Reporting North Carolina Sales Tax Expenditures | T. Performance Bond |
| E. NCDOT Standard Notes | U. Page for Attaching Power of Attorney |
| F. Changes to the NCDOT 2012 Standard Specifications | V. Page for Attaching Certificate of Insurance |
| G. Project Special Provisions – Town of Holly Springs | W. Notice of Award |
| H. Project Special Provisions – General | X. Notice to Proceed |
| I. Project Special Provisions – Roadway | Y. Supplemental Agreement Completion |
| J. Standard Special Provisions | Check List |
| K. Bid Proposal Form | Z. Sales Tax Report |
| L. Additional Bidders Certification | AA. Final Payment Affidavit |
| M. Schedule of Prices | BB. Letter of Intent to Perform as a |
| Subcontractor | |
| N. Signature Sheet – Bid | CC. DBE-IS |
| O. Contract | DD. List of DBE Subcontractors |
| P. Debarment Certification of Bidders | |

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the Town, acting through its Town Council has caused this contract to be executed in the name of the Town of Holly Springs by its Town Manager, and attested by the Finance Director of said Town, and the Corporate Seal of the Town of Holly Springs to be hereto affixed. THIS CONTRACT is entered into this, the _____ day of _____, 2020.

(PLEASE THOROUGHLY EXECUTE AND ACKNOWLEDGE THIS INSTRUMENT)

THE CONTRACTOR

THE OWNER

(Name)

THE TOWN OF HOLLY SPRINGS

By: _____

By: _____

Town Manager,

(Subscribe and indicate capacity)
(IF CORPORATE)

(AFFIX TOWN SEAL)

ATTEST:

ATTEST:

By: _____
Secretary

By: _____ (Ass't) Corporate
Finance Director,

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM: I am the Town Attorney for the Town of Holly Springs and after receiving these documents, I find them legally sufficient as to form.

(SEAL)

Town Attorney, Date

CERTIFICATION OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for the owner of this project and that provision for payment of the moneys to fall due under this agreement have been made by appropriation duly made by Bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

Finance Director, Date

(PLEASE COMPLETE ACKNOWLEDGMENTS)
(CORPORATE ACKNOWLEDGMENT)

STATE OF _____

COUNTY OF _____

This is to certify that on the _____ day of _____, 20____, before me personally came , with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

My Commission Expires:

(SEAL)

(TOWN ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Finance Director and _____, is the Town Manager of the Town of Holly Springs, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Finance Director and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

INDIVIDUAL/PROPRIETORSHIP ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA COUNTY OF WAKE

I, _____, a Notary Public do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the _____ day of _____, 2020.

Notary Public

My Commission Expires:

(SEAL)

(TOWN ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA COUNTY OF WAKE

This is to certify that on the _____ day of _____, 20__, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Finance Director and _____, is the Town Manager of the Town of Holly Springs, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Finance Director and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

My Commission Expires:

(SEAL)

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA COUNTY OF WAKE

I, _____, a Notary Public do hereby certify that _____ general partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This is the _____ day of _____, 2020.

_____ Notary Public

My Commission Expires: (SEAL) _____

(TOWN ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA COUNTY OF WAKE

This is to certify that on the _____ day of _____, 2020, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Finance Director and _____, is the Town Manager of the Holly Springs, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Finance Director and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 2020.

_____ Notary Public

My Commission Expires: (SEAL) _____

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for said State and County, do hereby certify that _____, Manager of _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This is the _____ day of _____, 20__.

Notary Public

My Commission Expires: (SEAL)

(TOWN ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA COUNTY OF WAKE

This is to certify that on the _____ day of _____, 2020, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Finance Director and _____, is the Town Manager of the Town of Holly Springs, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Finance Director and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: (SEAL)

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

~~FSC II, LLC dba Feed Smart Company~~
Full name of Corporation
~~701 Corporate Center Dr., Suite 101, Raleigh NC 27607~~
Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title Select appropriate title

Print or type Signer's name
THOMAS T. JOHNSON, JR.
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
day of _____, 20__.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

FSC II, LLC dba Feed Smith Company

Full name of Firm

701 CORPORATE CENTER DRIVE, SUITE 101, RALEIGH NC 27607

Address as Prequalified

Carl E. Allie

Signature of Witness

By

Thomas J. Johnson, Jr.

Signature of Member Manager/Authorized Agent

Carl E. Allie

Print or type Signer's name

THOMAS T. JOHNSON, JR.

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

16TH day of APRIL, 2020

David T. Fountain
Signature of Notary Public

of WAKE County

State of NORTH CAROLINA

My Commission Expires: 12/06/2021



EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement,

participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit

of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)		Name of Joint Venture
(2)		Name of Contractor
		Address as Prequalified
	By	
	Signature of Witness	Signature of Contractor
	Print or type Signer's name	Print or type Signer's name
	If Corporation, affix Corporate Seal	and
(3)		Name of Contractor
		Address as Prequalified
	By	
	Signature of Witness	Signature of Contractor
	Print or type Signer's name	Print or type Signer's name
	If Corporation, affix Corporate Seal	and
(4)		Name of Contractor(for 3 Joint Ventures only)
		Address as Prequalified
	By	
	Signature of Witness	Signature of Contractor
	Print or type Signer's name	Print or type Signer's name

NOTARY SEAL	
Affidavit must be notarized for Line (2)	
Subscribed and sworn to before me this _____	
Day of _____	20 _____
Signature of Notary Public _____	
Of _____	County _____
State of _____	
My Commission Expires _____	

NOTARY SEAL	
Affidavit must be notarized for Line (3)	
Subscribed and sworn to before me this _____	
Day of _____	20 _____
Signature of Notary Public _____	
Of _____	County _____
State of _____	
My Commission Expires _____	

NOTARY SEAL	
Affidavit must be notarized for Line (4)	
Subscribed and sworn to before me this _____	
Day of _____	20 _____
Signature of Notary Public _____	
Of _____	County _____
State of _____	
My Commission Expires _____	

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Print or type Individual name

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
COUNTY OF WAKE TOWN OF HOLLY SPRINGS**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Holly Springs;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: FSC LLC dba Fred Smith Company

This the 16 day of APRIL, 2020.

Thomas I Johnson
Affiant

Sworn to and subscribed before me, this the 16TH day of APRIL, 2020.

[OFFICIAL SEAL]



David T. Fountain, Notary Public
My Commission Expires: 12/06/2021

Contract No _____
County _____

**STATE OF NORTH CAROLINA
TOWN OF HOLLY SPRINGS
HOLLY SPRINGS, NC**

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **TOWN OF HOLLY SPRINGS** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **TOWN OF HOLLY SPRINGS** shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **TOWN OF HOLLY SPRINGS** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **TOWN OF HOLLY SPRINGS** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev. 4-19-11

TOWN OF HOLLY SPRINGS

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____
County _____

Rev. 4-19-11

**CONTRACT PAYMENT BOND
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND
LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By: _____

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Print or type Individual name

Address as prequalified

Signature of Contractor _____

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

If Corporation, affix Corporate Seal

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

Contract No. _____
County _____

Rev.11-1-12

TOWN OF HOLLY SPRINGS

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____

Rev. 11-1-12

County _____

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By _____

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

F-44

Contract No.

Rev. 11-1-12

County

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

F-45

Contract No.

Rev. 4-19-11

County

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent

Select appropriate title

Print or type Signer's name

Contract No _____
County _____

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No _____
County _____

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual name

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No _____
County _____

CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No _____
County _____

CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

Contract No _____
County _____

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

Contract No _____
County _____

CERTIFICATE OF INSURANCE

Attach certificate of insurance to this sheet

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____
Address _____
City _____ State _____ Zip _____

Please check all that apply:
Minority Business Enterprise (MBE) _____
Women Business Enterprise (WBE) _____
Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above-named subcontractor is certified by the North Carolina Department of Transportation. The above-named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above-named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above-named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above-named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

LISTING OF DBE SUBCONTRACTORS

Sheet 1 of 5

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name PACIFIC TRUCKING INC. Address 100 E SIX FORKS RD, SUITE 130 RALEIGH, NC 27609	1	MOBILIZATION	\$2,800 ⁻ PAID HOURLY	\$2,800 ⁻
Name Address	3	GRADING	\$32,974 ²⁵ PAID HOURLY	\$32,974 ²⁵
Name Address	5	UNDERCUT EXCAVATION	\$22 ⁵⁰ PAID HOURLY	\$2,250 ⁻
Name Address	6	DRAINAGE DITCH EXCAVATION	\$3 ⁴¹ PAID HOURLY	\$375 ⁻
Name Address	7	SELECT GRANULAR MATERIAL	\$7 ⁰⁰ PAID BY THE TON	\$766 ⁻
Name Address	9	FND CONDUIT MATL MINOR STRUCTURES	\$3 ⁸³ PAID BY THE TON	\$1,034 ¹⁰
Name Address	11	15" DRAINAGE PIPE	\$1 ⁴⁰ PAID BY THE TON	\$268 ¹⁰

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ _____

Percentage of Total Contract Bid Price _____ %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS				Sheet <u>2</u> of <u>5</u>
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	12	18" DRAINAGE PIPE	\$ <u>1</u> ^{<u>44</u>} PAID BY THE TON	\$ <u>306</u> ^{<u>40</u>}
Name Address	13	24" DRAINAGE PIPE	\$ <u>1</u> ^{<u>51</u>} PAID BY THE TON	\$ <u>248</u> ^{<u>95</u>}
Name Address	14	15" SIDE DRAIN PIPE	\$ <u>1</u> ^{<u>44</u>} PAID BY THE TON	\$ <u>57</u> ^{<u>45</u>}
Name Address	15	15" RCP CLASS-IV	\$ <u>1</u> ^{<u>37</u>} PAID BY THE TON	\$ <u>1,087</u> ^{<u>72</u>}
Name Address	16	18" RCP CLASS-IV	\$ <u>1</u> ^{<u>45</u>} PAID BY THE TON	\$ <u>325</u> ^{<u>55</u>}
Name Address	17	24" RCP CLASS-IV	\$ <u>1</u> ^{<u>44</u>} PAID BY THE TON	\$ <u>34</u> ^{<u>47</u>}
Name Address	18	15" RCP CLASS-V	\$ <u>1</u> ^{<u>42</u>} PAID BY THE TON	\$ <u>164</u> ^{<u>69</u>}

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS				Sheet <u>3</u> of <u>5</u>
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	19	PIPE REMOVAL	\$119 PAID HOURLY PAID HOURLY	\$400 ⁰⁰
Name Address	20	SHALLOW UNDERCUT	\$7 ⁵⁰ PAID HOURLY	\$2,250 ⁰⁰
Name Address	21	CLASS IV SUBGRADE STAB.	\$3 ⁸³ PAID BY THE TON	\$1,149 ⁰⁰
Name Address	22	INCIDENTAL STONE BASE	\$3 ⁸³ PAID BY THE TON	\$191 ⁵⁰
Name Address	23	0" TO 1.5" ASPHALT MILLING	\$0 ⁵⁰ PAID HOURLY	\$750 ⁰⁰
Name Address	28	ASP PLT MIX, PAVEMENT REPAIR	\$18 ⁷⁵ PAID HOURLY	\$5,062 ⁵⁰
Name Address	45	RIP RAP, CLASS B	\$3 ⁸³ PAID BY THE TON	\$38 ³⁰

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS				Sheet 4 of 5
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	68	STONE FOR ECON, RL-A	\$ 383 PAID BY THE TOW	\$ 287 ²⁵
Name Address	69	SEDIMENT CONTROL STONE	\$ 383 PAID BY THE TOW	\$ 651 ¹⁰
Name Address	84	CONC WASHOUT STRUCTURE	\$ 167 ⁶⁰ PAID BY THE TOW PAID HOURLY	\$ 1,076 ⁶⁰ PAID BY THE TOW
Name Address	129	RELOCATE WATER METER	\$ 7 ⁶⁰ PAID BY THE TOW	\$ 30 ⁶⁴
Name Address	131	RELOCATE FIRE HYDRANT	\$ 383 PAID BY THE TOW	\$ 7 ⁶⁰
Name Address	132	REMOVE FIRE HYDRANT	\$ 160 ⁰⁰ PAID HOURLY	\$ 160 ⁰⁰
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF DBE SUBCONTRACTORS			Sheet 5 of 5	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name AUSTIN TRUCKING LLC Address 368 ATHLETIC CLUB BLVD, SUITE 101 CLAYTON, NC 27527	24	ASPHALT B25.0C	\$ 10 ⁰⁰ PAID BY THE TON	\$ 12,650 ⁰⁰
Name Address	25	ASPHALT I19.0C	\$ 19 ⁷⁴ PAID BY THE TON	\$ 10,266 ²⁵
Name Address	26	ASPHALT S9.5C	\$ 10 ⁶⁰ PAID BY THE TON	\$ 10,915 ⁰⁰
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ 89,178⁴⁸
 Percentage of Total Contract Bid Price 5.67 %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

NOTICE OF AWARD

To: _____

From: Town of Holly Spring
(Owner) 128 South Main Street
Holly Springs, North Carolina 27540

PROJECT: U-5529 - Avent Ferry Road Improvements

CONTRACT AMOUNT: \$ _____

You are hereby notified the Town of Holly Springs has accepted your Bid dated _____
for the above described project. The Project name must be cited on all Invoices and/or Payment Request.

You are required to execute the formal contract with the Town of Holly Springs and to furnish any required Bonds and Insurance Certificates within ten (10) days from the date of delivery of the Notice to you.

If you fail to execute said contract and to furnish any required Bonds and Certificates within ten (10) days from the delivery of this Notice, the Town of Holly Springs will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and to award the work covered by the contract to another contractor, to re-advertise the Project, or otherwise dispose thereof as the Town of Holly Springs sees fit.

Dated this _____ day _____, 20____.

By: _____

Title: Town Manager
Town of Holly Springs

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

Finance Director

Distribution: Contractor Mail Fax Finance Department

ACCEPTANCE OF AWARD

Receipt of the Notice of Award is hereby acknowledged.

By: _____ Date: _____

Title: _____

NOTICE TO PROCEED

To: _____

From: Town of Holly Springs.
128 South Main Street
Holly Springs, North Carolina 27540

PROJECT: U-5529 - Avent Ferry Road Improvements

Contract Amount: _____

You are hereby notified to commence work on the above referenced project within ninety (90) days after _____ and are to fully complete the work on U-5529 within 365 consecutive calendar days after begin of construction.

The contract provides for assessment of the sum of \$1000 as liquidated damages for each consecutive calendar day after the above established contract completion date for U-5529 that the work remains incomplete.

DATE: _____ BY: _____

NAME:
TITLE: TOWN MANAGER
TOWN OF HOLLY SPRINGS
PHONE:

Form 880-1.G
Rev. 2-16-10



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: _____ FORCE ACCOUNT DOCUMENTATION NO: _____

PROJECT NO: _____ FEDERAL AID NO: _____

COUNTY: _____ CONTRACT NO: _____

CONTRACTOR: _____

1. Description, location, and justification for change:
2. Estimation of quantities of work resulting from change and the basis of payment:

[illegible]

| | |
|--|---|
| Total Field Change Amount: _____ | Total Original Plan Amount: _____ |
| Supplemental Agreement Net Underrun: _____ | Supplemental Agreement Net Overrun: _____ |

- 3. Extension of contract time (if applicable):**

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
 2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
 3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
 4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.
- In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duly authorized representatives.

| | |
|--|---|
| APPROVAL RECOMMENDED:
BY: _____
<div style="text-align: center; font-size: small;">LOCAL GOVERNMENT AGENCY OFFICIAL</div> DATE: _____ | CONTRACTOR:
BY: _____
<div style="text-align: center; font-size: small;">AUTHORIZED REPRESENTATIVE</div> DATE: _____ |
| APPROVAL RECOMMENDED:
BY: _____
<div style="text-align: center; font-size: small;">NCDOT ENGINEER</div> DATE: _____ | APPROVAL GRANTED:
BY: _____
<div style="text-align: center; font-size: small;">NCDOT ENGINEER</div> DATE: _____ |

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

| | |
|---|---|
| APPROVAL GRANTED:
BY: _____
<div style="text-align: center; font-size: small;">RESIDENT ENGINEER</div> DATE: _____ | APPROVAL GRANTED:
BY: _____
<div style="text-align: center; font-size: small;">DIVISION ENGINEER</div> DATE: _____ |
|---|---|

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☐ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

REVIEWED: CONSTRUCTION UNIT

BY: _____

BY: _____

DATE: _____

DATE: _____

COMMENTS

CHANGE ORDER

Number _____

TO: _____

_____FROM: TOWN OF HOLLY SPRINGS
PUBLIC WORKS DEPT.
128 SOUTH MAIN STREET
HOLLY SPRINGS, NORTH
CAROLINA 27540

PROJECT: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

You are hereby notified the Town of Holly Springs is issuing a Change Order for the above referenced project contract within the provisions of the Contract Documents. This change is subject to all the terms, conditions and provisions of the original contract. The Contract Project name must be cited on all Payment Requests.

| Item # | Description of Changes (Increases or Decreases) | Account # | Amount |
|--------|---|-----------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Total Contract Amount as Modified: \$ _____

Description of Change: _____

Dated: _____

By: _____

Title: Town Manager
Town of Holly Springs

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

Finance Director_____
Town ClerkDistribution: Contractor: Mail ☐ Fax ☐Finance ☐ Department ☐**ACCEPTANCE OF CHANGE ORDER**

The Change described above is accepted and hereby acknowledge. Contractor is required to sign, date and return one copy to the attention of:

BY: _____ DATE: _____

TITLE: _____

CONTRACTOR'S SALES TAX REPORT
N. C. State and Local Sales Taxes Paid

| | | | | | | | |
|--------------|---------|---------|----------------|-------------|----------------|-----------|----------------|
| OWNER: | | | | Project: | | | |
| CONTRACTOR: | | | | For Period: | | | |
| ADDRESS: | | | | To: | | | |
| | | | | | | | |
| Vendor | Name of | Address | Invoice Number | Date | Invoice Amount | N. C. Tax | Name of County |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | | | \$ | \$ | |

I, _____, certify that the foregoing statement of applicable sales taxes paid in connection with the referenced contract is true to the best of my knowledge and belief. This the _____ day of _____ 20_____.

CORPORATE SEAL

(Signed) _____

(Title) _____

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVITProject No: U-5529State of North CarolinaCounty of Wake

In the State of North Carolina, County of Wake, being duly sworn, deposes and says that they are of and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under Project No. U-5529; and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.
Witness my hand and official seal this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____
(SEAL)

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice To: Invoice Coordinator
North Carolina Department of Transportation
Division / Branch
Address
Raleigh, NC XXXXX-XXXX

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

| Invoice
Line Item
Reference | Payer
Name | Payer
Federal
Tax Id | Subcontractor
/Subconsultant/
Material
Supplier
Name | Subcontractor
/Subconsultant
/ Material
Supplier
Federal Tax Id | Amount Paid To
Subcontractor /
Subconsultant /
Material Supplier
This Invoice | Date Paid To
Subcontractor /
Subconsultant /
Material Supplier
This Invoice |
|-----------------------------------|---------------|----------------------------|--|---|---|---|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Total Amount Paid to Subcontractor Firms \$ _____

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____

Title _____

Print Name _____

Date _____

Rev.
01/07

BID ALTERNATE FOR
METAL POLES AND MAST ARMS WITH MONO CURVE DESIGN

PART 1 - GENERAL

1. DESCRIPTION OF REQUIREMENTS

- A. Submit with the bid, on a separate sheet, the price for an alternate bid stating the price bid to perform the substitute alternate work scheduled below. **The Alternate Bid amount is not included in the Base Bid amount and will not be considered in the determination of the low Bidder.** The Owner reserves the right to accept or reject the alternate bid.

2. SELECTION OF ALTERNATES

- A. In accepting an alternate bid, the Owner assumes that the bidder has examined the site drawings, architectural drawings, specifications, and is aware of all adjustments of affected work necessary to accomplish the stated desired results, whether or not all such adjustments are described within the Schedule of Alternate Bids.
- B. Design, materials and work shall conform to the applicable sections of the specifications and to typical details on the drawings for the type of work involved.

3. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including Standard General Conditions, Supplementary and Special Conditions and other Division - Specification Sections, apply to this Section.

4. SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternate Bids.
- B. Definition: An alternate bid is an amount proposed by Bidder and stated on the Bid Form for construction activities defined in the Bidding Requirements that may be added to, or substituted for certain of the Base Bid work items as identified in the Alternate Bid Schedule. The alternate bid amount(s) will be used as an "add to" the BASE BID price or a substitute for certain of the items in the base bid total, thereby modifying the total bid amount accordingly. The Total Bid amount will be determined once the Owner decides whether to accept the alternate bid price for the corresponding change in either the amount of design & construction to be completed, or in the products, materials, equipment, systems, or installation methods described in Contract Documents, or not. Once again, **the Alternate Bid amount will not be considered** in the determination of the low bidder.
- C. Coordination: Coordinate Design and related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternate Bids have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternate Bids.
- E. Include as part of the Alternate Bid, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate Bid.

5. SCHEDULE OF ALTERNATE BIDS

A. GENERAL

1. The description of the Alternate Bids indicated is understood to be incomplete and abbreviated, and does not necessarily detail the full range of materials and processes needed to complete the work for each alternate, but is intended to imply the scope of such work. Coordinate related work and modify surroundings work as required to properly integrate with the work of each alternate.

B. ALTERNATE BIDS

1. **Alternate Bid:** Provide an alternate bid lump sum price for the substitution of metal poles and mast arms with mono curve design instead of the wooden poles as shown in Section 6. Price to include design and installation (material and labor).
2. Alternate Bid Schedule Of Prices

| Line Item | STD. Item No. | Sect. | Description | QTY | Unit | Unit Price | Total Amount |
|-----------|---------------|-------|--|-----|------|------------------------|------------------------|
| 133 | | | Alternate Bid Items necessary for the Design and Installation (Labor & Material) of Metal Poles and Mast Arms with Mono Curve Design at locations as shown in Section 6 of Part 1. | 1 | LS | \$180,000 ⁻ | \$180,000 ⁻ |
| 134 | | | Subtraction of Wood Poles, Guy Wires, Cables as well as any other items necessary to mount the signal heads as shown in the Base Bid | 1 | LS | \$-11,450 ⁻ | \$-11,450 ⁻ |
| | | | | | | | |

TOTAL \$ (Net Alternate Bid Price Total, Line Item 133-134) \$ 168,550⁰⁰

BID TABULATION

4/17/2020

| BASE BID | LINE ITEM | ITEM DESCRIPTION | UNIT | QUANTITY | BridgePoint Civil, LLC | | Carolina Sunrock LLC | | FSC II, LLC dba FSC | | Moffat Pipe Inc. | | ST Wooten Corp. | | Terrahawk, LLC | | Triangle Grading and Paving Inc. | |
|----------|-----------|---|------|----------|------------------------|--------------|----------------------|--------------|---------------------|--------------|------------------|--------------|-----------------|--------------|----------------|--------------|----------------------------------|--------------|
| | | | | | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL |
| | 1 | MOBILIZATION | LS | 1 | \$345,215.00 | \$345,215.00 | \$130,950.00 | \$130,950.00 | \$78,000.00 | \$78,000.00 | \$86,000.00 | \$86,000.00 | \$80,000.00 | \$80,000.00 | \$96,178.23 | \$96,178.23 | \$120,000.00 | \$120,000.00 |
| | 2 | CONSTRUCTION SURVEYING | LS | 1 | \$60,741.00 | \$60,741.00 | \$18,900.00 | \$18,900.00 | \$20,000.00 | \$20,000.00 | \$4,000.00 | \$4,000.00 | \$30,000.00 | \$30,000.00 | \$49,718.30 | \$49,718.30 | \$50,000.00 | \$50,000.00 |
| | 3 | GRADING | LS | 1 | \$164,779.00 | \$164,779.00 | \$326,850.00 | \$326,850.00 | \$310,000.00 | \$310,000.00 | \$175,500.00 | \$175,500.00 | \$280,000.00 | \$280,000.00 | \$196,501.04 | \$196,501.04 | \$564,000.00 | \$564,000.00 |
| | 4 | SUPPLEMENTAL CLEARING & GRUBBING | ACR | 0.1 | \$44,455.79 | \$4,445.58 | \$3,800.00 | \$380.00 | \$10.00 | \$1.00 | \$23,000.00 | \$2,300.00 | \$1.00 | \$0.10 | \$10,087.50 | \$1,008.75 | \$10,000.00 | \$1,000.00 |
| | 5 | UNDERCUT EXCAVATION | CY | 100 | \$44.00 | \$4,400.00 | \$33.00 | \$3,300.00 | \$35.00 | \$3,500.00 | \$50.00 | \$5,000.00 | \$30.00 | \$3,000.00 | \$35.96 | \$3,596.00 | \$35.00 | \$3,500.00 |
| | 6 | DRAINAGE DITCH EXCAVATION | CY | 110 | \$12.00 | \$1,320.00 | \$34.50 | \$3,795.00 | \$20.00 | \$2,200.00 | \$20.00 | \$2,200.00 | \$30.00 | \$3,300.00 | \$14.61 | \$1,607.10 | \$5.00 | \$550.00 |
| | 7 | SELECT GRANULAR MATERIAL | CY | 100 | \$39.00 | \$3,900.00 | \$95.00 | \$8,500.00 | \$10.00 | \$1,000.00 | \$35.00 | \$3,500.00 | \$40.00 | \$4,000.00 | \$52.99 | \$5,299.00 | \$60.00 | \$6,000.00 |
| | 8 | GEOTEXTILE FOR SOIL STABILIZATION | SY | 800 | \$7.00 | \$5,600.00 | \$1.90 | \$1,520.00 | \$3.00 | \$2,400.00 | \$1.25 | \$1,000.00 | \$5.00 | \$4,000.00 | \$1.69 | \$1,352.00 | \$3.00 | \$2,400.00 |
| | 9 | FND CONDT MATL MINOR STRUCTURES | TON | 270 | \$44.00 | \$11,880.00 | \$31.04 | \$8,380.80 | \$10.00 | \$2,700.00 | \$25.00 | \$6,750.00 | \$31.00 | \$8,370.00 | \$52.82 | \$14,261.40 | \$40.00 | \$10,800.00 |
| | 10 | FND CONDT GEOTEXTILE | SY | 840 | \$7.00 | \$5,880.00 | \$1.11 | \$932.40 | \$1.00 | \$840.00 | \$1.25 | \$1,050.00 | \$1.25 | \$1,050.00 | \$2.02 | \$1,696.80 | \$3.00 | \$2,520.00 |
| | 11 | 16" DRAINAGE PIPE | LF | 192 | \$41.00 | \$7,872.00 | \$52.53 | \$10,085.76 | \$55.00 | \$10,560.00 | \$116.00 | \$22,272.00 | \$53.00 | \$10,176.00 | \$56.64 | \$10,874.88 | \$100.00 | \$19,200.00 |
| | 12 | 18" DRAINAGE PIPE | LF | 213 | \$50.00 | \$10,650.00 | \$58.40 | \$12,439.20 | \$71.00 | \$15,123.00 | \$98.00 | \$20,874.00 | \$59.00 | \$12,567.00 | \$59.16 | \$13,972.80 | \$105.00 | \$22,365.00 |
| | 13 | 24" DRAINAGE PIPE | LF | 165 | \$69.00 | \$11,385.00 | \$77.32 | \$12,757.80 | \$75.00 | \$12,375.00 | \$106.00 | \$17,490.00 | \$78.00 | \$12,670.00 | \$90.17 | \$14,878.05 | \$120.00 | \$19,800.00 |
| | 14 | 15" SIDE DRAIN PIPE | LF | 40 | \$43.00 | \$1,720.00 | \$60.86 | \$2,434.40 | \$46.00 | \$1,840.00 | \$125.00 | \$5,000.00 | \$61.00 | \$2,440.00 | \$62.74 | \$2,508.80 | \$100.00 | \$4,000.00 |
| | 15 | 16" RC PIPE CULVERTS | LF | 796 | \$60.00 | \$39,600.00 | \$56.71 | \$45,141.16 | \$65.00 | \$51,740.00 | \$90.00 | \$71,640.00 | \$57.00 | \$45,372.00 | \$60.40 | \$48,078.40 | \$110.00 | \$87,560.00 |
| | 16 | 18" RC PIPE CULVERTS | LF | 224 | \$50.00 | \$11,200.00 | \$62.45 | \$13,988.80 | \$75.00 | \$16,800.00 | \$110.00 | \$24,640.00 | \$63.00 | \$14,112.00 | \$68.60 | \$19,846.40 | \$115.00 | \$25,760.00 |
| | 17 | 24" RC PIPE CULVERTS | LF | 24 | \$69.00 | \$1,656.00 | \$86.61 | \$2,054.64 | \$115.00 | \$2,760.00 | \$158.00 | \$3,792.00 | \$86.00 | \$2,064.00 | \$106.67 | \$2,560.08 | \$140.00 | \$3,360.00 |
| | 18 | 15" RC PIPE CULVERTS | LF | 116 | \$50.00 | \$5,800.00 | \$59.12 | \$6,857.92 | \$100.00 | \$11,600.00 | \$105.00 | \$12,180.00 | \$60.00 | \$6,600.00 | \$62.46 | \$7,245.36 | \$120.00 | \$13,920.00 |
| | 19 | PIPE REMOVAL | LF | 335 | \$22.00 | \$7,370.00 | \$25.09 | \$8,405.15 | \$15.00 | \$5,025.00 | \$20.00 | \$6,700.00 | \$26.00 | \$8,710.00 | \$22.06 | \$7,380.20 | \$25.00 | \$8,375.00 |
| | 20 | SHALLOW UNDERCUT | CY | 300 | \$38.00 | \$11,400.00 | \$52.00 | \$15,600.00 | \$25.00 | \$7,500.00 | \$34.00 | \$10,200.00 | \$20.00 | \$6,000.00 | \$35.96 | \$10,788.00 | \$25.00 | \$7,500.00 |
| | 21 | CLASS IV SUBGRADE STABILIZATION | TON | 300 | \$33.00 | \$9,900.00 | \$34.50 | \$10,350.00 | \$50.00 | \$15,000.00 | \$32.00 | \$9,600.00 | \$30.00 | \$9,000.00 | \$36.09 | \$11,427.00 | \$30.00 | \$9,000.00 |
| | 22 | INCIDENTAL STONE BASE | TON | 50 | \$51.00 | \$2,550.00 | \$36.00 | \$1,800.00 | \$65.00 | \$3,250.00 | \$32.00 | \$1,600.00 | \$50.00 | \$2,500.00 | \$36.26 | \$1,813.00 | \$100.00 | \$5,000.00 |
| | 23 | MILLING ASPHALT PAVEMENT, 0" TO 1.5" DEPTH | SY | 1500 | \$110.00 | \$165,000.00 | \$7.00 | \$10,500.00 | \$5.80 | \$6,700.00 | \$10.00 | \$15,000.00 | \$11.00 | \$15,675.00 | \$12.45 | \$16,675.00 | \$10.00 | \$15,000.00 |
| | 24 | ASPHALT CONC BASE COURSE, TYPE B25,0C | TON | 1265 | \$91.00 | \$115,115.00 | \$73.50 | \$92,977.50 | \$72.00 | \$91,080.00 | \$94.00 | \$118,910.00 | \$110.00 | \$139,150.00 | \$98.36 | \$124,425.40 | \$130.00 | \$164,450.00 |
| | 25 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19,0C | TON | 520 | \$94.00 | \$48,880.00 | \$72.50 | \$37,700.00 | \$95.00 | \$49,400.00 | \$94.00 | \$48,880.00 | \$125.00 | \$63,500.00 | \$98.36 | \$51,147.20 | \$130.00 | \$97,600.00 |
| | 26 | ASPHALT CONC SURFACE COURSE, TYPE S9,5C | TON | 1030 | \$94.00 | \$96,820.00 | \$60.00 | \$61,800.00 | \$75.00 | \$77,250.00 | \$98.00 | \$100,940.00 | \$130.00 | \$133,900.00 | \$93.38 | \$96,181.40 | \$100.00 | \$103,000.00 |
| | 27 | ASPHALT BINDER FOR PLANT MIX | TON | 145 | \$639.00 | \$92,655.00 | \$500.00 | \$72,500.00 | \$650.00 | \$94,250.00 | \$595.00 | \$86,275.00 | \$1.00 | \$145.00 | \$664.83 | \$96,400.35 | \$760.00 | \$110,200.00 |
| | 28 | ASPHALT PLANT MIX, PAVEMENT REPAIR | TON | 270 | \$213.00 | \$57,510.00 | \$121.00 | \$32,670.00 | \$125.00 | \$33,750.00 | \$200.00 | \$54,000.00 | \$150.00 | \$40,500.00 | \$209.25 | \$56,497.50 | \$200.00 | \$54,000.00 |
| | 29 | MASONRY DRAINAGE STRUCTURES | EA | 25 | \$1,982.00 | \$49,550.00 | \$2,113.00 | \$52,845.00 | \$2,600.00 | \$6,500.00 | \$3,500.00 | \$12,250.00 | \$2,114.00 | \$52,850.00 | \$2,450.37 | \$61,259.25 | \$2,500.00 | \$62,500.00 |
| | 30 | FRAME WITH TWO GRATES, STD 840,16 | EA | 5 | \$866.00 | \$4,330.00 | \$522.61 | \$2,613.05 | \$675.00 | \$3,375.00 | \$400.00 | \$2,000.00 | \$583.25 | \$2,916.25 | \$4,416.25 | \$27,000.00 | \$700.00 | \$3,500.00 |
| | 31 | FRAME WITH TWO GRATES, STD 840,24 | EA | 7 | \$1,093.00 | \$7,651.00 | \$549.17 | \$3,844.19 | \$700.00 | \$4,900.00 | \$325.00 | \$2,275.00 | \$550.00 | \$3,850.00 | \$67.22 | \$5,377.54 | \$700.00 | \$4,900.00 |
| | 32 | FRAME WITH GRATE & HOOD, STD 840,03, TYPE E | EA | 3 | \$1,244.00 | \$3,732.00 | \$425.89 | \$1,277.67 | \$725.00 | \$2,175.00 | \$450.00 | \$1,575.00 | \$426.00 | \$1,278.00 | \$947.80 | \$2,843.40 | \$700.00 | \$2,100.00 |
| | 33 | FRAME WITH GRATE & HOOD, STD 840,03, TYPE F | EA | 3 | \$1,184.00 | \$3,552.00 | \$449.90 | \$1,349.70 | \$740.00 | \$2,220.00 | \$500.00 | \$1,500.00 | \$450.00 | \$1,350.00 | \$984.40 | \$2,953.20 | \$700.00 | \$2,100.00 |
| | 34 | FRAME WITH GRATE & HOOD, STD 840,03, TYPE G | EA | 6 | \$1,281.00 | \$7,686.00 | \$456.29 | \$2,737.74 | \$740.00 | \$4,440.00 | \$500.00 | \$3,000.00 | \$450.00 | \$2,742.00 | \$5,906.40 | \$7,000.00 | \$4,200.00 | \$4,200.00 |
| | 35 | FRAME WITH COVER, STD 840,54 | EA | 1 | \$630.00 | \$630.00 | \$358.57 | \$358.57 | \$559.35 | \$559.35 | \$260.00 | \$260.00 | \$359.00 | \$359.00 | \$679.18 | \$679.18 | \$700.00 | \$700.00 |
| | 36 | CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN | EA | 7 | \$2,100.00 | \$14,700.00 | \$827.00 | \$5,789.00 | \$725.00 | \$5,075.00 | \$1,300.00 | \$9,100.00 | \$804.00 | \$5,628.00 | \$1,369.50 | \$9,586.50 | \$750.00 | \$5,250.00 |
| | 37 | CONCRETE TRANSITIONAL SECTION FOR DROP INLET | EA | 3 | \$2,100.00 | \$6,300.00 | \$1,115.00 | \$3,345.00 | \$1,100.00 | \$3,300.00 | \$1,600.00 | \$4,800.00 | \$804.00 | \$2,412.00 | \$1,369.50 | \$4,108.50 | \$850.00 | \$2,550.00 |
| | 38 | 1-6" CONCRETE CURB & GUTTER | LF | 1920 | \$35.00 | \$67,200.00 | \$16.00 | \$30,720.00 | \$16.00 | \$30,720.00 | \$25.00 | \$48,000.00 | \$18.55 | \$35,616.00 | \$16.05 | \$30,816.00 | \$18.00 | \$32,400.00 |
| | 39 | 2-6" CONCRETE CURB & GUTTER | LF | 1500 | \$32.00 | \$48,000.00 | \$18.00 | \$27,000.00 | \$18.00 | \$27,000.00 | \$27.00 | \$40,500.00 | \$21.55 | \$32,325.00 | \$18.69 | \$29,035.00 | \$22.00 | \$33,000.00 |
| | 40 | 4" CONCRETE SIDEWALK | SY | 1200 | \$61.00 | \$73,200.00 | \$38.50 | \$46,200.00 | \$35.00 | \$42,000.00 | \$45.00 | \$54,000.00 | \$31.95 | \$38,340.00 | \$34.96 | \$41,952.00 | \$44.00 | \$52,800.00 |
| | 41 | CONCRETE CURB RAMPS | EA | 8 | \$2,128.00 | \$17,024.00 | \$2,510.00 | \$20,080.00 | \$2,200.00 | \$17,600.00 | \$3,000.00 | \$24,000.00 | \$2,250.00 | \$18,000.00 | \$1,746.00 | \$13,968.00 | \$2,000.00 | \$16,000.00 |
| | 42 | 6" CONCRETE DRIVEWAY | | | | | | | | | | | | | | | | |



THE TOWN OF *Holly Springs*

April 17, 2020

Kendra D. Parrish, PE
Director of Engineering
PO Box 8
Holly Springs, NC 27540

**RE: Recommendation of Award
Avent Ferry Road Widening, TOHS Project No. 12-003**

Dear Kendra,

Bids were opened for the above named project on 04/17/20. Based on the Certified Bid Tabulation from the April 17, 2020 bid opening, and after reviewing the bid bond, and completing the full evaluation form 12023, it appeared that FSC II dba Fred Smith Company was the apparent low bidder for the Avent Ferry Road Widening Project with a base bid of \$1,572,572.00 and an alternate bid of \$168,550.00. We also recommend to include the alternate bid, which will result in a total amount of \$1,741,122.00.

I recommend awarding the Avent Ferry Road Widening Project to FSC II for the total amount plus 10% contingency of \$1,915,234.20.

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Dirk Siebenbrodt, P.E.
Project Engineer

DS/dra

Cc: Randy Harrington, Town Manager
Scott Chase, Assistant Town Manager
John Schifano, Town Attorney
Aaron Levitt, PE, Assistant Director of Engineering
Rodney L. Campbell, Development Inspector Administrator
Project file paper/electronic/correspondence

Engineering Department

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Avent Ferry Road Widening Project
Overview Map



Vicinity Map, NTS

Rex Hospital

NC 55

55

South Park Village Shopping Center

Village Walk Dr

Ralph
Stephens
Road

Town of Holly Springs 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, 2021.

Department: Engineering **Date:** 7/21/2020

Reason for Budget Amendment:

Transfer funds from Street Reserves Account to Project Account for Avent Ferry Road Widening Project

| Expense | | | |
|-----------------------|---|---------------------|-------------------|
| Account # | Account Description | Increase | Decrease |
| 22 95 | Street Reserves Transfer | \$ 592,424 | |
| 48-616 12.05 | Avent Ferry Project Contract Services | \$ 9,002 | |
| 48-616 82.97 | Avent Ferry Project Contingency | \$ 214,873 | |
| 48-616 90.04 | Avent Ferry Project Capital Outlay Infrastructure | \$ 751,516 | |
| 48-616 90.05 | Avent Ferry Project Capital Outlay Land | | \$ 158,967 |
| | | | |
| | | | |
| Total Expense: | | \$ 1,567,815 | \$ 158,967 |

| Revenue | | | |
|-----------------------|--|---------------------|-------------|
| Account # | Account Description | Increase | Decrease |
| 22 360.08 | Street Reserves Appropriation from Balance | \$ 592,424 | |
| 48-616 348.22 | Avent Ferry Project Revenues NCDOT Grant | \$ 224,000 | |
| 48-616 355.22 | Avent Ferry Project Revenues Transfer from Streets | \$ 592,424 | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Revenue: | | \$ 1,408,848 | \$ - |

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

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

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

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

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

Town of Holly Springs Project Budget

Project Name: AFR. Widening (TOHS Eng. Proj. 12-003)

Date Submitted: 06.16.2020

Department: Engineering

Project Start Date: Summer 2020

Point of Contact: Dirk Siebenbrodt

Completion Date: Summer 2021

Project Description: Widening 0.34 miles of Avent Ferry Road between NC 55 and Ralph Stephens Road in accordance with federal-aid funding through the NCDOT requirements.

Sources (Revenues) - ALL REVENUES MUST BE VERIFIED

| | |
|---|------------------------|
| NCDOT Grant Reimbursement 48-616 348.22 | \$ 1,808,000.00 |
| Operating Transfers 48-616 355.01 | \$ 328,389.00 |
| Operating Transfer from Street Reserves 48-616 355.22 | \$ 761,275.00 |
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| Total: | \$ 2,897,664.00 |

Uses (Expenses)

| | |
|------------------------|------------------------|
| Project Account 48-616 | \$ 2,897,664.00 |
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| Total: | \$ 2,897,664.00 |

Attachments:

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Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Adoption of a Portion of Woodfield Deadend Road

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Rachel Jones, Engineering

Action(s):

Approve the authorization of the Town to adopt a portion of Woodfield Deadend Road being improved as a result of the Carolina Springs Development.

Explanation:

- Woodfield Deadend Road is currently under NCDOT maintenance and bisects the Carolina Springs Planned Unit Development (PUD) site. The existing roadway is a dirt surface that does not meet Town standards.
- With the development of Carolina Springs, this roadway will be improved and realigned in accordance with Town standards.
- The NCDOT has requested abandonment of their R/W and Adoption of this R/W by the Town. Once a resolution for this item has been approved, NCDOT submits to their Board of Transportation which may only meet once a quarter or with COVID, possibly less often.
- It is important that the abandonment is done earlier in the process and transferred to the Town. With the transfer complete at this stage, the Carolina Springs project is not required to submit encroachment agreements to NCDOT for any work in the R/W since it will then be a Town road that is within the PUD.
- This step will make the the permitting process with the Town and NCDOT more efficient.
- The portion of Woodfield Deadend Road that is proposed for Town adoption extends from the southernmost property line of the Carolina Springs PUD at Woods Creek Road to the development's northern most property line that abuts the Colman and Harris properties (see attachment).
- At this time, the portion of Woodfield Deadend Road that extends beyond the Carolina Springs northern property line will remain under NCDOT maintenance. Should the properties north of Carolina Springs choose to annex into Town limits in the future, the Town would likely adopt this portion of roadway from NCDOT.

Background:

- Carolina Springs Master Plan 19-MAS-03-A01 for site improvements was approved on June 22, 2020.
- Carolina Springs Master Plan 19-MAS-03 for the Architectural Design Guidelines was approved on February 18, 2020
- Carolina Springs Planned Unit Development (PUD) is located on approximately 396 acres of land south of the interchange of Old Holly Springs Apex Road/Veridea Parkway and NC 540
- The PUD and Annexation, approved in May 2019, is a mixed use development consisting of commercial/retail, office, multifamily housing and single family housing,

Funding Source(s):

Town Council Business Meeting
July 21, 2020

N/A

Attachment(s):

1. 17 Woodfield Deadend Road Adoption Exhibit_072120

