

**ZEBULON**  
**BOARD OF COMMISSIONERS**  
**AGENDA**  
**December 4, 2023**  
**6:00pm**

**1. ORGANIZATION**

- A. Swearing In*
- B. Election of Mayor Pro Tem*

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

**4. RECOGNITIONS**

- A. Zebulon Elementary School*
  - i. Emily Keel – Student
  - ii. Ashley Lubischer – Teacher
- B. Proclamation*
- C. Government 101 Graduation*

**5. PRESENTATION**

- A. FY 2023 Audit*

**6. PUBLIC COMMENT**

All wishing to speak must sign up prior to 5:50pm. The comment period will be no longer than 15 minutes with speakers having three minutes each to speak. No speaker can speak on a public hearing item or any item that would need to be discussed under Closed Session. Speakers cannot give their minutes to another speaker. If you would like to submit comments to be read into the record at the meeting, please send comments, of 400 words or less, to Lisa Markland at [lmarkland@townofzebulon.org](mailto:lmarkland@townofzebulon.org) by 3:00pm on December 4, 2023.

**7. CONSENT**

- A. Minutes*
  - i. October 2, 2023 – Regular Meeting
- B. Finance*
  - i. Wake County Tax Report – September 2023
  - ii. Vehicle Repairs – Appropriation of Insurance Proceeds (Ordinance 2024-21)



*C. Parks and Recreation*

- i. 2024 Street Closures for Event (Resolution 2024-11)

*D. Public Works*

- i. Sidney Creek Phase 1C – Infrastructure Acceptance (Resolution 2024-12)
- ii. Sidney Creek Phase 2 – Infrastructure Acceptance (Resolution 2024-13)
- iii. Barrington Phase 2G – Infrastructure Acceptance (Resolution 2024-14)
- iv. 712 N. Arendell Ave Town Homes – Infrastructure Acceptance (Resolution 2024-15)

**7. OLD BUSINESS**

*A. Police*

- i. Text Amendment - Town Code §98.02: “Functions, Events, or Dances where alcohol is served”: (Ordinance 2024-20)

**8. NEW BUSINESS**

*A. General*

- i. 18 Month Meeting Schedule – 2024 through June 2025
- ii. Professional Services Contract – Budget Amendment (Ordinance 2024-22)

**9. BOARD COMMENTS**

**10. MANAGERS REPORT**

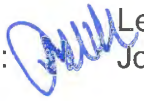
- A. Development Update
- B. Human Resources Update
- C. Monthly Financial Report (attached as addendum)

**11. ADJOURN**



INTRODUCTORY STAFF REPORT  
FY 2023 AUDIT  
DECEMBER 4, 2023

**Topic:** FY 2023 Audit

**Speakers:** Bobby Fitts, Finance Director, introducing  
LeAnn Bagasala, Mauldin & Jenkins, CPAs & Advisors  
**From:**  Joseph M. Moore II, PE - Town Manager

**Executive Summary:**

The Board will receive the FY 2023 Audit as performed by Mauldin & Jenkins.

**Background:**

The Local Government Budget and Fiscal Control Act (§159-34) requires local governments to audit their accounts through independent auditors at the close of each fiscal year. Highlights of this presentation will include information on the value and makeup of the Town's tax base, the available savings ("fund balance"), and outstanding debt.

**Information:**

Beyond meeting the statutory requirements, the Audit assesses the Town's financial capacity to support a Bond Referendum to construct capital projects such as fire stations, roadways, and parks. The Board will not vote on this item.

**Policy Analysis:** N/A

**Financial Analysis:** N/A

**Staff Recommendation:** N/A

**Attachment(s):**

1. FY 2023 Annual Comprehensive Financial Report





Honorable Mayor and Members of the  
Board of Commissioners and Town Manager  
Town of Zebulon, North Carolina

In planning and performing our audit of the financial statements of the **Town of Zebulon, North Carolina** (the "Town") as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

However, during our audit we became aware of a few matters that are an opportunity for strengthening internal controls and operating efficiency. This letter includes comments and suggestions with respect to the matters that came to our attention in connection with our audit of the financial statements of the Town as of and for the year ended June 30, 2023. This letter does not affect our report dated October 14, 2023, on the financial statements of the Town.

The following items are offered as a constructive suggestion to be considered as part of the ongoing process of modifying and improving the Town's practices and procedures:

1. During our documentation and review of the Town's internal controls, we had management of the Town complete internal control questionnaires related to the Town's main transaction cycles. In the following areas, it was noted the Town has difficulty segregating duties due to the limited size of the Finance Department (3 employees):
  - Related to the Town's revenue and cash receipts cycle, there is not adequate segregation of duties among Town employees who prepare bills, notices, etc., collect receivables, post cash receipts, maintain or authorize account adjustments, edit the receivables master file, open the mail or copy checks received, maintain access to cash and prepare bank reconciliations.
  - Related to the Town's expenditure cycle, there is not adequate segregation of duties among Town employees who approve purchase orders, maintain the purchase journal, initiate payments, mail checks, and edit the vendor master file.

Although the Town's financials do not contain material misstatements or indicators of management override of internal controls, we recommend the Town take extra precautions to ensure adequate internal controls over processes, especially those related to revenues, receivables, and accounts payable. Furthermore, where it is not possible for the Town to achieve true segregation of duties, we recommend the Town implement mitigating controls and involve the Board of Commissioners where necessary to ensure the Town's assets are protected.



2. During the previous two fiscal years, the Town was required to implement the provisions of two pronouncements issued by the Governmental Accounting Standards Board (GASB) which have introduced a new class of capital assets. GASB Statement No. 87, *Leases*, and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITAs)*, require governments to recognize right-to-use assets in conjunction with leases and SBITAs. As with most local and state governments now, these standards will continue to impact the Town accounting and financial reporting in future periods. To assist with efficiency and to ensure consistency going forward, we recommend the Town implement a capitalization threshold for these right-to-use assets. Currently, the Town has a capitalization threshold of \$5,000 related to tangible capital assets. This threshold allows the Town to evaluate purchases and quickly determine whether an item qualifies for reporting as a capital asset. A threshold for right-to-use assets will allow the Town to do the same with leases and SBITAs, creating efficiencies for the accounting and financial reporting processes and ensuring consistency from fiscal period to fiscal period.

#### Closing Thoughts

We have already discussed these comments and suggestions with various Town personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, the Board of Commissioners, and others within the Town, and is not intended to be, and should not be, used by anyone other than those specified parties.

We appreciate serving the Town of Zebulon, North Carolina and would be happy to assist you in addressing and implementing any of the suggestions in this letter.

*Mauldin & Jenkins, LLC*

Raleigh, North Carolina  
October 14, 2023



**Zebulon Board of Commissioners**  
**Minutes**  
**October 2, 2023**

Present: Mayor Glenn York, Quentin Miles, Larry Loucks, Jessica Harrison, Shannon Baxter, Beverly Clark, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Chris Ray-Public Works, Jacqui Boykin-Police, Chris Perry-Fire, Sheila Long-Parks & Recreation, Bobby Fitts-Finance, Kaleb Harmon-Communications, Michael Clark-Planning, Adam Culpepper-Planning, Cate Farrell-Planning, Eric Vernon-Town Attorney, Sam Slater-Town Attorney

Mayor York called the meeting to order at 6:00pm.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Pack 522.

**APPROVAL OF AGENDA**

Commissioner Baxter made a motion, second by Commissioner Loucks to approve the agenda. There was no discussion and the motion passed unanimously.

**SCHOOL RECOGNITION**

Mayor York recognized student Daniel Antonio Velasquez and teacher Ashley Smith both from Zebulon Middle School.

**PROCLAMATIONS**

The Proclamation for Fire Prevention Week was read by Commissioner Loucks.

The Proclamation for National Community Planning Month was read by Commissioner Clark.

The Proclamation for Pregnancy and Infant Loss Awareness Month was read by Commissioner Harrison.

The Proclamation for 2023 Year of the Trail was read by Commissioner Baxter.

**PUBLIC COMMENT**

Comments from LaTonya McCabe were read about her desire for the Town to have a Christmas Parade.

Lawrence Burgen stated there would be a flag retirement presented by Cub Scouts Pack 522 on November 11, 2023 at 11:00am at Town Hall and encouraged those to come and show support.

Cub Scouts from Pack 522 spoke about the fire extinguisher ratings to promote fire safety.



## **CONSENT**

### *A. Minutes*

Commissioner Harrison made a motion, second by Commissioner Clark to approve the minutes of the August 14, 2023 joint public hearing. There was no discussion and the motion passed unanimously.

Commissioner Harrison made a motion, second by Commissioner Clark to approve the minutes of the September 11, 2023 regular meeting. There was no discussion and the motion passed unanimously.

Commissioner Harrison made a motion, second by Commissioner Clark to approve the minutes of the September 18, 2023 joint public hearing. There was no discussion and the motion passed unanimously.

### *B. Finance*

Commissioner Harrison made a motion, second by Commissioner Clark to approve the Wake County tax report for July 2023. There was no discussion and the motion passed unanimously.

### *C. Police*

Commissioner Harrison made a motion, second by Commissioner Clark to approve Ordinance 2023-16. There was no discussion and the motion passed unanimously.

### *D. Public Works*

Commissioner Harrison made a motion, second by Commissioner Clark to approve Resolution 2024-05. There was no discussion and the motion passed unanimously.

## **OLD BUSINESS**

### *A. Planning*

#### *i. 1620 N. Arendell Avenue (Ordinance 2024-17)*

Cate Farrell stated this was a conditional rezoning request for a 1.117 acre parcel from Residential Suburban (R2) to Heavy Commercial – Conditional (HC-C) District for the development of a Veterinary Clinic.

The standards under section 2.2.6.K for a conditional rezoning were:

1. Health, safety and welfare
2. Appropriate for location
3. Reasonable in the public interest
4. Concept plan consistent with regulations
5. Other relevant factors

The public hearing notification process was detailed. The aerial map, zoning map, future land use plan, timeline, concept plan and proposed elevations were shown. The applicant proposed the following conditions:

- Reduction in the distance the pet exercise zone could be from a residentially zoned parcel.
- Modification on a type D buffer



Cate Farrell spoke about the separation requirements and explained the applicant asked for a reduction from 200ft to 75ft for the separation of the outdoor pet exercise area and a six feet opaque fence to help with screening. The location of the outdoor area was shown being located on the side of Green Pace Rd and was screened from the main corridor of Arendell Avenue. It was explained the buffer was a modified type D buffer and the applicant was asking for a modification from a 40ft buffer to a 10ft on the southeast boundary and 20ft on the northeast boundary. An opaque fence was proposed along the frontage for additional screening.

The proposed road improvements included adding a second lane along the Arendell Avenue frontage and an addition of a sidewalk and planting strip. No Traffic Impact Analysis ("TIA") was needed since the proposed use would not meet the threshold of 50 peak trips or 150 daily trips.

The applicant received 60 points under the Town's Utility Allocation Policy. There were details given about the amenities where points were awarded.

The Planning Board unanimously recommended approval at their September 18, 2023 meeting with a suggested amendment to further reduce the buffer along the southern boundary to be consistent with heavy commercial abutting heavy commercial. The future land use plan shows the vacant church lot along Arendell Avenue as heavy commercial which requires a type A buffer.

Commissioner Loucks had concerns about the daily trips stating with five veterinarians working at the clinic it could be more than 200 trips per day.

Commissioner Baxter wanted more information about the reduction of the buffer. Cate Farrell showed the placement of the trees and shrubs on the map and spoke about the applicant's intent in reducing density of the buffer and the recommendation of the Planning Board. The intent was to be more consistent with a commercial to commercial zoning of abutting properties.

The applicant's traffic engineer, Jeff Wheeler, passed out the trip generation study and gave details about the study. It was explained trip generation studies were based upon the practice's square footage not how many veterinarians would be in the practice and showed the equations used.

Steve Thomas, the President of Vets Pets spoke about the current operations. There were three veterinarians currently employed at Zebulon Animal Hospital and averaged 35 visits per day. Details of the plans for the practice were given.

There was discussion among the Board about wanting a traffic impact analysis to be done.

Commissioner Baxter was concerned with the reduction in the buffer and wanted to keep the type D buffer instead of allowing for the type A. If the type D buffer stayed, then reducing it to 10ft or 20ft would be acceptable.

Cate Farrell stated the Planning Board recommended a type A buffer and spoke about the rationale. Cate explained that the applicant asked for the reduction in the buffer to allow for the required parking and the building.



Commissioner Loucks asked about parking spaces and if the electric vehicle stations would be open all the time. Staff confirmed the EB station would be open 24/7 and gave details about the parking requirements being based on the number of veterinarians at the practice. Cate stated that there were 32 parking spaces on the lot and the requirement was 20.

Commissioner Miles stated residents in the area had concerns about the reduction of the buffer from 40ft to 10ft. Commissioner Baxter stated she was ok with the 10ft buffer as long as it stayed a type D buffer and not a type A.

Jeff Weller stated there were not enough daily trips to require a traffic impact analysis. Even if one were to be done it would show that there would be a minute impact.

Mike Clark explained that the Board had recently amended the UDO to lower the threshold for a TIA and that Zebulon had some of the higher requirements for a TIA. The amendment also based the requirements and how they were to be done on the manual used nationally. Mike also stated that he had no concerns from a planning perspective about the impact on traffic.

Commissioner Harrison asked how long a traffic impact analysis would take. Mr. Weller stated it would take approximately four to six weeks. It was further stated that the veterinary clinic was a low use and there would not be a substantial difference in traffic.

Commissioner Clark made a motion to approve Ordinance 2024-17. The motion died for lack of a second.

There was discussion about tabling the matter to have a traffic impact analysis done and to talk about the buffer more. Cate Farrell stated the residents were only to the north and the buffer the Planning Board made a recommendation on was to the southeast and buffered the church.

There was discussion about requesting the buffer to be changed from a type D to type A. Commissioner Baxter again stated that reducing the buffer was fine as long as it stayed a type D buffer.

Mr. Weller explained how a trip generation study was performed and stated the veterinary practice would not make a significant difference in trips.

Commissioner Loucks stated he was concerned about traffic but wanted to follow the guidelines of the UDO and the manual.

Commissioner Harrison made a motion, second by Commissioner Clark to approve Ordinance 2024-17 removing the Planning Board's recommendation of changing the buffer along the southeast boundary.



Commissioner Miles asked what changed Commissioner Harrison's mind. Commissioner Harrison stated hearing the logic, reasoning and the Town of Zebulon UDO helped her make her decision. The decision has to be based on facts and information from the subject matter experts.

Commissioner Loucks stated Arendell was being widened and the traffic light would also help relieve traffic at the intersection. The traffic should flow smoothly in and out of the location.

There was no further discussion and the motion passed 4 to 1 with Commissioner Harrison, Clark, Baxter, and Loucks voting in favor and Commissioner Miles voting in opposition.

Mayor York stated there would be a 10-minute break.

The meeting reconvened at 7:38pm.

*B. Administration*

a. Strategic Plan Grant Policy (Resolution 2024-06)

Joe Moore presented the Strategic Plan Grant policy.

Commissioner Baxter asked for clarity on a sentence in the policy that stated grants were for operating costs and another that read the Town would not fund purchase, maintenance, or repair of capital assets in excess of \$5,000. Joe Moore stated this the policy was from 2007 and the intention was the funds would not go to major purchases to repair capital assets. An example was given.

There was discussion about grants for operating costs vs. capital expenses.

Commissioner Baxter suggested making the language clearer in the policy.

Commissioner Harrison stated she was ok with a non-profit using the funds toward capital expenses if they were providing a service to our community.

There was further discussion about the policy and how funds should be used.

Commissioner Harrison made a motion, second by Commissioner Loucks to approve Resolution 2024-06.

Commissioner Baxter asked to clean up the verbiage to make it clearer. Commissioner Loucks stated the applicant should make the point to them about how the funds were to be spent.

There was no further discussion and the motion passed unanimously.



## **NEW BUSINESS**

### *A. Finance*

#### **i. American Rescue Plan Required Policies (Resolution 2024-07)**

Bobby Fitts presented the policies regarding use of the American Rescue Plan funds that the Town received.

Commissioner Loucks made a motion, second by Commissioner Harrison to approve Resolution 2024-07. There was no discussion and the motion passed unanimously.

#### **ii. American Rescue Plan Funds – Grant Project (Ordinance 2024-14 and Ordinance 2024-15)**

Bobby Fitts presented the amendment to the ordinance which established a special grant project fund for the American Rescue Plan funds that the Town received.

Commissioner Baxter made a motion, second by Commissioner Loucks to approve Ordinance 2024-14 and Ordinance 2024-15. There was no discussion and the motion passed unanimously.

## **BOARD COMMENTS**

Commissioner Clark stated Rock the Block was scheduled for October 13.

Commissioner Miles thanked Pack 522 for leading the Pledge of Allegiance, thanked Public Works for their Government 101 class, and was looking forward to the Government 101 class at the Fire Department.

Commissioner Baxter spoke about the Building Homes for Heros event, the Faith and Blue event was scheduled for October 6 and expressed concerns over the environmental impacts from the Braven facility.

Commissioner Loucks spoke about the federal debt and how it will trickle down locally.

Commissioner Harrison thanked everyone who gave to the coat drive, reminded everyone about the Faith and Blue event, and read a statement about the Christmas parade.

Mayor York stated former Mayor Ralph Lewis passed away and gave condolences to his family.

## **MANAGER'S REPORT**

Joe Moore stated Lisa Markland was attending the OMPO conference and would provide a Human Resources update at the October 19, 2023 work session.

Michael Clark gave a monthly development update.

Joe Moore spoke about the monthly financial report addendum.



Board of Commissioners  
Minutes  
October 2, 2023

Commissioner Miles made a motion, second by Commissioner Harrison to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 4<sup>th</sup> day of December 2023.

SEAL

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Glenn L. York—Mayor

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Lisa M. Markland, CMC—Town Clerk





**Board of Commissioners**  
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180  
FAX 919 856 5699

SHINICA THOMAS, CHAIR  
SUSAN EVANS, VICE-CHAIR  
VICKIE ADAMSON  
MATT CALABRIA  
DON MIAL  
CHERYL STALLINGS  
JAMES WEST

November 7, 2023

Ms. Lisa Markland  
Town Clerk  
Town of Zebulon  
1003 North Arendell Avenue  
Zebulon, North Carolina 27597

Dear Ms. Markland:

The Wake County Board of Commissioners, in regular session on November 6, 2023, approved and accepted the enclosed tax report for the Town of Zebulon.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard  
Clerk to the Board

Wake County Board of Commissioners

Enclosure(s)





Wake County Tax Administration

Rebate Details

09/01/2023 - 09/30/2023

ZEBULON

PAGE

TIME

DATE

1

6:05:52 PM

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR	OWNER
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BUSINESS ACCOUNTS

857769	69.68	0.00	0.00	0.00	69.68	09/08/2023	0006134877	2023	007200	MARLIN LEASING CORPORATION
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SUBTOTALS FOR BUSINESS ACCOUNTS	69.68	0.00	0.00	0.00	69.68	1	Properties Rebated			
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INDIVIDUAL REAL  
ESTATE ACCOUNTS

859303	263.11	0.00	0.00	0.00	263.11	09/26/2023	0000011903	2023	000000	ROBLES, INES
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SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	263.11	0.00	0.00	0.00	263.11	1	Properties Rebated			
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WILDLIFE BOAT  
ACCOUNTS

858419	268.40	0.00	26.84	0.00	295.24	09/15/2023	0004198767	2019	000000	CAMPBELL, DYLAN MACKENZIE
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SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	268.40	0.00	26.84	0.00	295.24	1	Properties Rebated			
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Wake County Tax Administration

Rebate Details

09/01/2023 - 09/30/2023

ZEBULON

DATE  
10/10/2023

TIME  
6:05:52 PM

PAGE  
2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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TOTAL REBATED FOR ZEBULON	601.19	0.00	26.84	0.00	628.03			3	Properties Rebated for City	
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Wake County Tax Administration

Rebate Details

09/01/2023 - 09/30/2023

ZEBULON

PAGE

1

TIME

6:05:52 PM

DATE

10/10/2023

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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Grand Total: 86,873.06 300.00 509.95 0.00 87,683.01 64 Properties Rebated for All Cities



STAFF REPORT  
ORDINANCE 2024-21  
VEHICLE REPAIRS  
APPROPRIATION OF INSURANCE PROCEEDS  
DECEMBER 4, 2023

**Topic: Ordinance 2024-21 – Vehicle Repairs – Appropriation of Insurance Proceeds**

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

From: Bobby Fitts, Finance Director

Prepared by: Bobby Fitts, Finance Director

Approved by: Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The appropriation of insurance proceeds through a Budget Adjustment to fund the replacement or repair of damaged vehicles or equipment.

**Background:**

In late June, a Ford F-150 in Parks & Recreation was damaged while towing a light tower resulting in \$1,679 in damages to the truck. Insurance proceeds of approximately \$679 will go towards repair of the vehicle.

On September 28, 2023, the 2013 street sweeper was involved in an accident resulting in the vehicle being damaged. Insurance proceeds of approximately \$690 will go towards repair of the vehicle.

**Discussion:**

The Board of Commissioners must recognize insurance proceeds through a Budget Adjustment in order to appropriate those funds towards repair work or replacement. Adoption of the attached ordinance will appropriate funds toward repairing these vehicles

**Policy Analysis:**

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

**Staff Recommendation:**

Staff recommends approval of Ordinance 2024-21.

**Attachments:**

1. Ordinance 2024-21



## ORDINANCE 2024-21

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Insurance Proceeds	1,369.00	
EXPENDITURES		
PW Operations—Vehicle Maintenance	690.00	
Parks & Recreation—Vehicle Maintenance	679.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: December 4, 2023

Effective: December 4, 2023

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Glenn L. York - Mayor

ATTEST:

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Lisa M. Markland - Town Clerk



STAFF REPORT  
RESOLUTION 2024-11  
2024 STREET CLOSURES FOR EVENTS  
DECEMBER 4, 2023

**Topic:** Resolution 2024-11 – 2024 Street Closures for Events  
**Speaker:** Nick Rummage, Parks & Athletics Manager (if pulled from Consent)  
**From:** Sheila Long, Parks & Recreation Director  
**Prepared by:** Sheila Long, Parks & Recreation Director  
**Approved by:** Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider a request to close roads and allow consumption of alcohol within the designated event boundary to host Town events in 2024.

**Background:**

The Town plans and implements 2 flagship events and 1 concert series downtown. To support these events, closure of public right of way is required and Board action is needed. The following closures are requested:

Event	Date	Time	Closure Needed	Closure Time
Spring Fest	April 27	4-9 PM	Arendell Ave: Vance to Sycamore St  Horton St: N. Church St to N. Poplar St.  Downtown Public Lot  100 block of Arendell Alleyways	10 AM- 11:59 PM
Rock the Block	August 9	6-9 PM	Horton St: N. Church St to Arendell Ave.  Western 100 block of Arendell Alleyways	10 AM- 11:30 PM
	September 13			
	October 11			
Candy Cane Lane	November 23	4-9 PM	Arendell Ave: Vance to Sycamore St  Horton St: N. Church St to N. Poplar St.  Downtown Public Lot  100 block of Arendell Alleyways	10 AM-11:59 PM



STAFF REPORT  
RESOLUTION 2024-11  
2024 STREET CLOSURES FOR EVENTS  
DECEMBER 4, 2023

Downtown businesses are growing and beginning to plan events and book rentals. Some businesses are booking their spaces for up to one year out. Scheduling street closures for 2024 will help planning for both the Town and private businesses downtown.

Staff will coordinate and communicate with NCDOT and businesses regarding street closures.

**Discussion:**

The Board will consider closing public right of way for the 2024 Town-planned events held downtown and allow consumption of alcohol within each event boundary during the operating hours of the event.

**Policy Analysis:**

Community surveys collected during the development of Zebulon's 2030 Strategic Plan revealed an interest in "more community events/activities". These events are consistent with the goals of the *Vibrant Downtown* and *Small-Town Life* Focus Areas of the *Zebulon 2030 Strategic Plan*. The proposed events replicate 2022 and 2023 downtown events and specifically address a recommendation of the *Play Zebulon Parks and Recreation Master Plan*: "Offer comprehensive services through programs, events, facilities, marketing, partnerships, and community engagement".

**Fiscal Analysis:**

Events within FY 2024 are currently budgeted, but events in the second half of the year will need to be budgeted in the FY 2025 budget. If funds are not approved in the FY '25 Budget, the events will be cancelled.

Preparing for the events a year in advance helps to evaluate the Town's capacity (human and financial) to support non-profit events.

**Staff Recommendation:**

Staff recommends approval of Resolution 2024-11.

**Attachments:**

1. Resolution 2024-11



## RESOLUTION 2024-11

### STREET CLOSURE: 2024 TOWN EVENTS

**WHEREAS**, the *Zebulon 2030* Strategic Plan includes a *Small-Town Life* goal to “promote more community events and festivals”, and a *Vibrant Downtown* goal to “develop events, entertainment, and cultural attractions to draw people downtown”; and

**WHEREAS**, the *Play Zebulon* Parks and Recreation Master recommends recreational programs that “offer comprehensive services through programs, events, facilities, marketing, partnerships, and community engagement”; and

**WHEREAS**, the Town has funded the installation of infrastructure, such as electric upgrades, and built place-making venues, such as the multiple phases of the Alley Activation projects, to support special events; and

**WHEREAS**, the Town has funded downtown events, including Candy Cane Lane & Tree Lighting Festival, Spring Fest, and Rock the Block featuring regional live music, local musicians and artist, youth performers, food trucks, vendors, and family friendly activities.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Zebulon will plan and implement events and authorize closure of public right of way as follows:

Event	Date	Time	Closure Needed	Closure Time
Spring Fest	April 27	4-9 PM	Arendell Ave: Vance to Sycamore St  Horton St: N. Church St to N. Poplar St.  Downtown Public Lot  100 block of Arendell Alleyways	10 AM- 11:59 PM
Rock the Block	August 9	6-9 PM	Horton St: N. Church St to N. Poplar St.  Western 100 block of Arendell Alleyways	10 AM- 11:30 PM
	September 6			
	October 11			
Candy Cane Lane	November 23	4-9 PM	Arendell Ave: Vance to Sycamore St  Horton St: N. Church St to N. Poplar St.  Downtown Public Lot  100 block of Arendell Alleyways	10 AM-11:59 PM



**AND BE IT FURTHER RESOLVED THAT** public consumption of alcohol is permitted within the festival boundary during the events' operating hours.

Adopted the 4<sup>th</sup> day of December 2023

SEAL

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Glenn L. York – Mayor

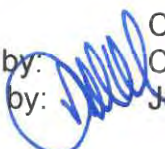
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Lisa M. Markland, CMC – Town Clerk



STAFF REPORT  
RESOLUTION 2024-12  
SIDNEY CREEK PHASE 1-C  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Topic: Resolution 2024-12 – Sidney Creek Phase 1-C Infrastructure Acceptance**

Speaker: Chris D. Ray, Public Works Director (if pulled from Consent)  
From: Chris D. Ray, Public Works Director  
Prepared by: Chris D. Ray, Public Works Director  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider accepting roadway and storm drainage infrastructure constructed with Sidney Creek Phase I-C for ownership and maintenance by the Town of Zebulon.

**Background:**

The Town of Zebulon follows a practice where the Board considers acceptance (i.e., ownership and maintenance) of roadway and storm drain infrastructure installed in new subdivisions. In advance of this consideration, staff determines whether the infrastructure complies and meets the conditions of permits and Town standards.

DRSFA, LLC has installed roadway and stormwater infrastructure in Sidney Creek Phase 1-C (a phase of 41 single family townhome lots of a total of 828 lots for all phases). Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements, and City of Raleigh Utility Standards.

**Discussion:**

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage for ownership and maintenance if the dedicated work is consistent with the UDO and complies with the latest version of Town standards.

**Policy Analysis:**

The infrastructure was installed per Special Use Permit 2019-06 (September 9, 2019), complies with the latest version of the "Town of Zebulon Street & Storm Drainage Standards and Specifications", and is consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways.

**Fiscal Analysis:**

Infrastructure Amount and Value

Sidney Creek will dedicate one (1) street totaling 1142' (~.22 miles), and 1203' (~.23 miles) of storm drainage valued at \$148,400.41. The Town maintains approximately 40 street miles and 31 storm drain miles.

Maintenance Cost and Revenue

The Town budgets repaving approximately 2 miles of streets annually, currently estimated at \$400,000, to maintain the 20-year life of this asset. The acceptance of Sidney Creek increases the street network by approximately .07%. The Town supports the cost of street maintenance through Gas Taxes ("Powell Bill") and Vehicle Tag Fees.



STAFF REPORT  
RESOLUTION 2024-12  
SIDNEY CREEK PHASE 1-C  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

Beyond staff's annual inspection and maintenance responsibilities, the Town budgets cleaning approximately 10% (3.1-miles) of storm drains annually, currently estimated at \$40,000, to satisfy a "Pollution Prevention and Good Housekeeping" objective of their National Pollutant Discharge Elimination System permit (# NCS000557) through the NC Department of Environmental Quality. The acceptance of Sidney Creek 1-C increases the storm drain network by approximately .07%.

There are no dedicated revenue sources to support stormwater maintenance (0.7¢ on the property tax rate is dedicated toward stormwater capital improvements). Implementing a stormwater fee is a method to capture direct revenue to support these operational costs.

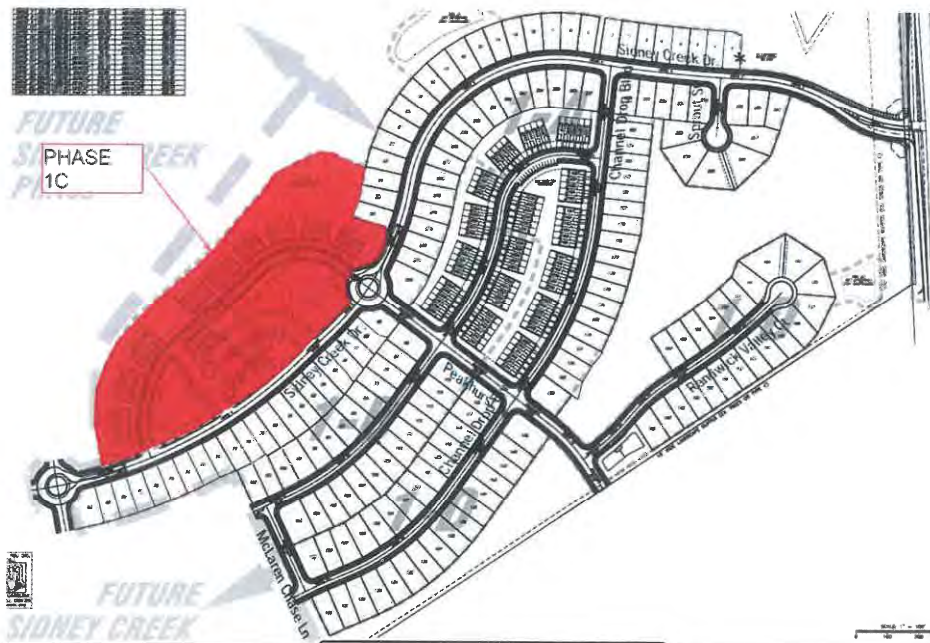
Warranty and Insurance

The Town received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to the final asphalt overlay by the developer.

The Town received a Subdivision Bond totaling \$908,452.41 to ensure the final completion of outstanding items (e.g., final asphalt overlay, amenity center, HOA Greenway Trail) intentionally delayed to minimize the damage that can occur as individual lots are constructed. The bond automatically renews and remains active until all items have been completed. All inspection and development fees of \$169,435.39 were collected from the developer.

**Staff Recommendation:**

Staff recommends approval of Resolution 2024-12 to accept Sidney Creek Phase 1-C roadway and storm drainage infrastructure, warranty, and site improvements bond.





STAFF REPORT  
RESOLUTION 2024-12  
SIDNEY CREEK PHASE 1-C  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Attachments:**

1. Closeout Documents
  - Engineer certification of roadway lengths and dedicated infrastructure values
  - Engineer Certification for Roadways and Stormwater
  - Engineering Estimate for Letter of Credit/Bond
  - Subdivision Bond – Liberty Mutual
  - Developer warranty/guaranty– Stormwater/Roadway
  - Developer warranty/guaranty – water and sewer
  - Third party engineering reports for sub-grade, stone, and asphalt
  - Engineering certification – Water and sewer
  - Developer – Release of Lien
  - Contractor – Release of Lien
  - Notice of conditional acceptance – City of Raleigh
  - Proof of payment for streetlights
  - Proof of payment for Town Inspections and fees
2. As-Built Drawings
3. Resolution 2024-12



*L. J. Andrews*  
*Approved*  
*4/17/23*

Engineer's Certification

I, J. Andrews Stocks, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

Sidney Creek Phase 1C – Leland Hill Circle Sta. 10+00.00 to 21+42.02 in Zebulon, NC.  
(Project and Name of Location)

for the DRSFA, LLC, hereby state that, to the best of my  
(Project Owner)

abilities; due care and diligence was used in the observation of the project construction such that the Roadway System was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specifications.

The following table depicts the Roadway Lengths:

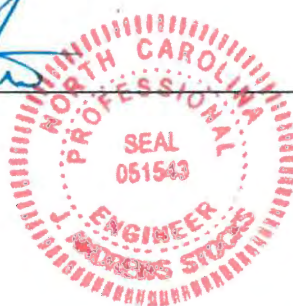
Public Roadway Data Table			
Street Name	Classification	Length of New Road	Width of ROW
Leland Hill Circle	Local Street	1,142 LF	50' ROW
Total		1,142 LF	

Signature

*J. Andrews Stocks*

Registration No. 051543

Date: 4-18-23





# Stocks Engineering, P.A.

P.O.Box 1108 Nashville, North Carolina 27856  
252.459.8196 (v) 252.459.8197 (f)

## Dedicated Infrastructure Cost Estimate

PROJECT NAME Sidney Creek Ph 1C  
NEIGHBORHOOD: Phase 1C  
SECTION NO. 41 Lots-Dedicated Infrastructure  
LOTS: 41 L.F. STREET: +/- 1,142 LF  
LOCATION: Zebulon, NC  
OWNER: DRSFA, LLC  
ESTIMATOR: JAS 4-18-23

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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### SEDIMENTATION AND EROSION CONTROL

1	Not Bond Item	1	EA	\$ -	\$ -
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Subtotal \$ -

### CLEARING/GRUBBING EARTHWORK FOR STREETS

1	No Bond Item	1	LS	\$ -	\$ -
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Subtotal \$ -

### STORM DRAINAGE (PUBLIC ONLY)

1	18" RCP (828 LF Public)	1	LS	\$ 27,466.12	\$ 27,466.12
2	24" RCP (327 LF Public)	1	LS	\$ 2,756.50	\$ 2,756.50
3	Drainage Structures (16)	1	LS	\$ 22,453.64	\$ 22,453.64

Subtotal \$ 52,676.26

### WATER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
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Subtotal \$ -

### SEWER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
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Subtotal \$ -

### STREET PAVING, CURB & GUTTER

1	CABC Stone - 8" (+/- 2,454 SY)	1	LS	\$ 28,711.80	\$ 28,711.80
2	Stone Under Curb & Gutter - 6"	1	LS	\$ 5,735.34	\$ 5,735.34
3	Curb & Gutter - 30" (+/- 2,223 LF)	1	LS	\$ 33,056.01	\$ 33,056.01
4	Asphalt 1st lift 2" - 9.5SFC (+/- 2,454 SY)	2,454	SY	\$ 11.50	\$ 28,221.00

Subtotal \$ 95,724.15

### MISCELLANEOUS & FINAL

1	No Bond Item	1	LS	\$ -	\$ -
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Subtotal \$ -

ESC through Miscellaneous and Final

Subtotal \$ 148,400.41

**Total \$ 148,400.41**

### ROADWAY LENGTHS

Leland Hill Circle 1,142 LF  
Total 1,142 LF

SEAL:



### NOTE:

On behalf of DRSFA, LLC, an engineer's opinion of cost is herein provided for the total cost of the site improvements for Sidney Creek, Phase 1C, that is to be dedicated to the Town of Zebulon. It is anticipated that these site improvements will be completed within one year and dedicated to the Town then.





Tuesday, April 18, 2023

Chris Ray  
Town of Zebulon – Public Works Dept.  
100 N. Arendell Avenue  
Zebulon, NC 27597

*Handwritten:* LCB Approved 8/1/23

[cray@townofzebulon.org](mailto:cray@townofzebulon.org)

RE: Sidney Creek Ph 1C – Completion Bond  
Phase 1C–41 Lots

Dear Mr. Ray:

Please find attached the estimated bond amounts needed to complete the improvements for Phase 1C – 41 Lots at Sidney Creek. The scope is to include, but not necessarily limited to, maintenance and completion of ESC measures, seeding and/or final stabilization, paving, striping, signage, and sidewalks.

**The Town of Zebulon Bond Amount should be in the amount of \$ 908,452.41 (see attached)**

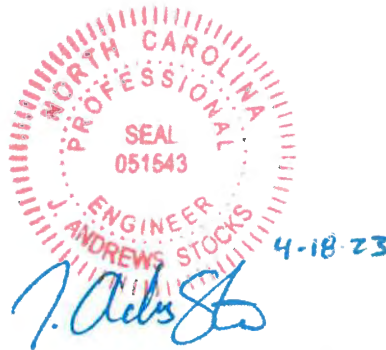
Please see the attached spreadsheet for the estimated cost of completion for the outstanding items. I would anticipate that this estimate would be valid for one year from the most recent date of this letter. The amount will be covered by a Bond.

Should you have any comments or questions, please contact our office.

Sincerely,  
STOCKS Engineering, PA

*J. Andrews Stocks*

J. Andrew Stocks, PE  
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1C Certifications and Bond Letters/"Bond Letter SC Ph 1C Completion Bond"

J. Michael Stocks, PE  
STOCKS Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksengineering.com](mailto:mstocks@stocksengineering.com)



# Stocks Engineering, P.A.

P.O.Box 1108 Nashville, North Carolina 27856  
252.459.8196 (v) 252.459.8197 (f)

## Bond Amount Phase 1C - 41 Lots

PROJECT NAME: Sidney Creek Ph 1C  
NEIGHBORHOOD: Phase 1C  
SECTION NO. 41 Lots - Bond Amount  
LOTS: 41 L.F. STREET: +/- 1,142 LF  
LOCATION: Zebulon, NC  
OWNER: DRSFA, LLC  
ESTIMATOR: JAS 4-18-23

*Handwritten:* 01/17/23

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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### SEDIMENTATION AND EROSION CONTROL

1	Not Bond Item	1	EA	\$ -	\$ -
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Subtotal \$ -

### STORM DRAINAGE

1	SCM Conversion - Plantings, Fence, etc.	1	LS	\$ 40,000.00	\$ 40,000.00
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Subtotal \$ 40,000.00

### WATER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
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Subtotal \$ -

### SEWER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
---	--------------	---	----	------	------

Subtotal \$ -

### STREET PAVING, CURB & GUTTER

1	Sidewalk	11,420	SF	\$ 4.00	\$ 45,680.00
2	Local Street Final Layer of Asphalt (1" SF9.5C)	2,454	SY	\$ 6.02	\$ 14,773.08
3	Roadway and Concrete Repairs	1	ALLOW	\$ 6,250.00	\$ 6,250.00
4	Striping	1	LS	\$ 4,680.00	\$ 4,680.00
5	Handicap Ramps	4	EA	\$ 1,150.00	\$ 4,600.00

Subtotal \$ 75,983.08

### MISCELLANEOUS & FINAL

1	Misc. Earthwork and Grading	1	LS	\$ 4,000.00	\$ 4,000.00
2	Signage	1	LS	\$ 9,244.95	\$ 9,244.95
3	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
4	Landscaping	1	ALLOW	\$ 15,000.00	\$ 15,000.00
5	Amenity Center (Balance on Contract)	1	LS	\$ 382,438.02	\$ 382,438.02
6	Private HOA Greenway Trail	1	LS	\$ 65,000.00	\$ 65,000.00
7	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00

Subtotal \$ 482,182.97

ESC through Miscellaneous and Final

Subtotal \$ 598,166.05

**Construction Total \$ 598,166.05**

### Soft Cost per TOZ - % of Const. Subtotal

1	Design/CA	15%	\$ 89,724.91
2	Const. CPI	10%	\$ 59,816.61
3	Contingency	10%	\$ 59,816.61
4	Geotechnical	1%	\$ 5,981.66
5	Construction Staking	Allow	\$ 3,000.00
6	Construction Inspections	13 Day	\$ 9,360.00

TOZ Total Amount to Bond \$ 825,865.83

**Bond Amount at 110% \$ 908,452.41**





*9-14-23*  
*Draft*  
*Approved*  
*Pls execute*  
*ordered*  
*drawn*  
*to*  
*Danney*  
*Def.*

**SUBDIVISION BOND**

BOND NO. 017256579

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned DRSFA, as Principal

2099 Gaither Road, Suite 600, Rockville, MD 20850  
(Full Name [top line] and Address [bottom line])

(hereinafter called Principal) and Liberty Mutual Insurance Company as Surety (hereinafter called Surety) are held and firmly bound unto Town of Zebulon - Public Works Department

100 N. Arendell Avenue, Zebulon, NC 27597  
(Full Name [top line] and Address [bottom line])

(hereinafter called Obligee) in the penal sum of Nine Hundred Eight Thousand Four Hundred Fifty Two Dollars and 41/100  
( \$908,452.41 ) Dollars, the payment of which well and truly to be made, we hereby jointly and severally bind ourselves our heirs, executors, administrators, successors and assigns.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT**

WHEREAS, the principal has presented for the approval of the Obligee a plat of a subdivision of lots and lands to be known as

Sidney Creek Ph 1C

WHEREAS, before said plat can be given final approval, it is required under the ordinances or regulation of said Obligee that the following improvements:

Completion Bond for Infrastructure Improvements

shall have been completed or that, in lieu of such completion, the subdivider shall furnish to the Obligee a bond guaranteeing that such improvements will be completed in accordance with the applicable specifications and within the period of time allowed,

NOW, THEREFORE, if said principal shall fully and faithfully perform all the work specified to be done within the time prescribed and in accordance with the plans and specifications therefor, to which reference is hereby made, the same being a part hereof as though fully incorporated herein; then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED August 21, 2023

DRSFA

Special Instructions: It is a condition of this Bond that it shall expire on the Expiry Date listed below, provided it will be deemed automatically extended without amendment for (1 year from the present or any future expiration date of this Bond unless at least sixty (60) days prior to the then expiration date we notify the Beneficiary by registered letter or other receipted means of postal delivery that we elect not to consider this Bond renewed for such additional period. If such notice is given, then during such notice period (i.e. the sixty (60) day period commencing on the date of such notice and ending with the then applicable expiration date of this Bond), this Bond shall remain in full force and effect and Beneficiary may draw up to the full amount of the sum when accompanied by the statement above.

By:

\_\_\_\_\_  
Principal

Liberty Mutual Insurance Company

BY:

Diane S. Loughry Bond Attorney-in-fact



DRSFA, LLC  
3000 RDU Center Dr., Suite 202  
Morrisville, NC 27560  
(919) 747-4670

*LEP*  
*APPROVED*  
*ASubmitted*  
*8/21/23*

Tuesday, April 18, 2023

### DEVELOPER'S GUARANTY

Re : Town of Zebulon, N.C. (the "Town")  
Sidney Creek Phase 1C – Leland Hill Circle Sta. 10+00.00 to Sta. 21+42.02.

DRSFA, LLC (the "Developer") provides the following Statement of Guaranty and Warranty on the referenced project: Sidney Creek Phase 1C.

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in Phase 1C – Leland Hill Circle (the "Work") conforms with the Town's requirements, and that this guaranty and warranty will remain in full force and effect for a period of one year from the date of the acceptance of the Work. Developer hereby agrees to indemnify, defend, and hold harmless the Town from and against all costs, loss and damages, including attorney's fees, arising from the failure of the Work to conform to the Town's standards.

Developer has executed this Developer's Guarantee this 12<sup>th</sup> day of JUNE, 2023.

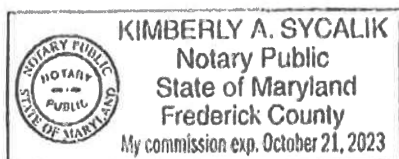
DRSFA, LLC

By: Paul J. Yeager  
Name: Paul Yeager, Vice President  
DRSFA, LLC

Sworn to and subscribed before me this  
12<sup>th</sup> day of JUNE, 2023

Kimberly A Sycalik  
NOTARY PUBLIC

Commission Expires: 10/21/2023  
SEAL





DRSFA, LLC  
3000 RDU Center Dr., Suite 202  
Morrisville, NC 27560  
(919) 747-4670

✓  
Approved  
AS Submitted  
8/21/23

Tuesday, April 18, 2023

### DEVELOPER'S GUARANTY

Re : City of Raleigh, N.C.  
Sidney Creek Phase 1C – Leland Hill Circle Sta. 10+00.00 to Sta. 21+42.02.

DRSFA, LLC provides the following Statement of Warranty on the referenced project:  
Sidney Creek Ph 1C.

DRSFA, LLC guarantees and warrants that all material and equipment furnished, and all work performed on the water system and sanitary sewer services installed in Phase 1C – Leland Hill Circle conforms with the City of Raleigh's requirements, and that this warranty will remain in full force and effect for a period of one year from the date of the acceptance of the work.

DRSFA, LLC has executed this guarantee this 12<sup>th</sup> day of JUNE 2023

Paul J. Yeager

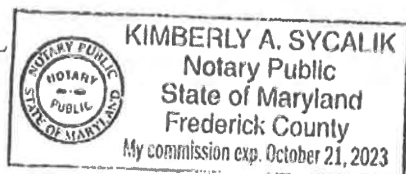
Paul Yeager, Vice President  
DRSFA, LLC

Sworn to and subscribed before me this  
12<sup>th</sup> day of JUNE, 2023

Kimberly A Sycalik  
NOTARY PUBLIC

Commission Expires: 10/21/2023

SEAL







Tuesday, April 18, 2023

**Engineer's Certification**

RE: Sidney Creek Phase 1C

*Handwritten:* ~~Not~~ APPROVED 8/17/23

**To Whom it may Concern:**

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

**Sidney Creek Phase 1C**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that the Roadway System and Stormwater Infrastructure was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specification with the following items yet to be completed:

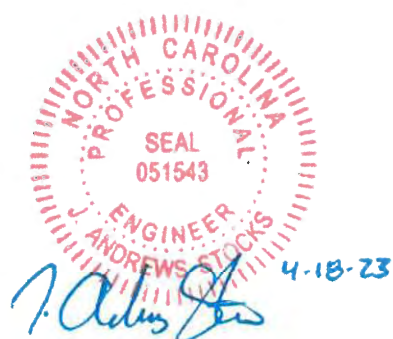
1. Concrete Sidewalk and HC Ramps
2. Final Lift of Asphalt
3. Pavement Striping
4. SCM Conversions
5. Street Signage
6. Amenity Center and Parking
7. Permanent Mail Kiosk
8. HOA/Private Greenway Trail

Please contact our office with any questions.

Sincerely,  
**STOCKS** Engineering, PA

*J. Andrews Stocks*

J. Andrew Stocks, PE  
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1C Certifications and Bond Letters/"Engineers Certification"

J. Michael Stocks, PE  
**Stocks** Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksenineering.com](mailto:mstocks@stocksenineering.com)





August 25, 2023

Frederic Morin  
Dan Ryan Builders  
3000 RDU Center Drive, Ste 202  
Morrisville, NC 27560

*LCB*  
*Approved*  
*AS submitted*  
*9-14-23*

Reference: Summary of Interior Roadways  
Sidney Creek  
Zebulon, North Carolina  
TME Project No.: 210185C

Dear Mr. Morin:

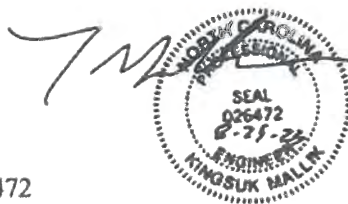
TM Engineering Inc. has provided construction testing services for the interior roadways within Phases 1C, 1D, and 2 of the Sidney Creek project in Zebulon, North Carolina. These services included the observation of soil subgrades and aggregate base course.

Subgrade conditions were evaluated by proofrolls and probing with a one-half inch diameter steel probe rod. The contractor conducted repairs necessary to provide adequate stability in identified areas to repair near surface issues which included extra stone and additional geogrid reinforcement in some areas. The aggregate base course was also evaluated by proofroll. Any minor movements identified by the proofroll were removed of surface stone and replaced with extra asphalt. Periodic stone density tests were performed on the aggregate base course which produced results of 99.3% to 100% compaction at the test locations. Stone depth was checked periodically at testing locations and found to have 8 inches of stone in place. Additionally, conditions observed by proofrolls or testing are representative of the conditions at the time and could be altered for many reasons such as weather or construction traffic. This letter provides a summary of observations documented in our field reports and is not a warranty. No performance guarantee shall be assumed.

TM Engineering appreciates the opportunity to have provided you with our services on this project. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc.



Toby Mallik, P.E.  
NC Registration No. 026472

David Truesdale  
Director of Construction



## Bulk Specific Gravity of Asphalt Core

AASHTO T 166-16, Method A

Client TM Engineering, Inc.  
 Client Reference Sidney Creek Phase 1-C  
 Project No. R-2022-236-001  
 JMF No. 18-1332-271  
 Rice 2.438

Lab ID	-001	-002	-003	-004	-005
Boring No.	N/A	N/A	N/A	N/A	N/A
Depth	N/A	N/A	N/A	N/A	N/A
Sample No.	S-1	S-2	S-3	S-4	S-5

*Private Parking Lot*

### UNIT WEIGHT

	-001	-002	-003	-004	-005
Wt. of Core (gms.)	1682.8	1624.6	1490.3	1245.9	4087.5
Length 1 (in.)	1.998	1.838	1.772	1.424	4.476
Length 2 (in.)	1.917	1.904	1.728	1.397	4.438
Length 3 (in.)	1.962	1.906	1.754	1.514	4.523
Top Diameter (in.)	5.716	5.692	5.749	5.700	5.731
Middle Diameter (in.)	5.681	5.678	5.715	5.682	5.724
Bottom Diameter (in.)	5.732	5.711	5.679	5.710	5.651
Sample Volume (cc)	821.95	785.50	736.02	603.67	1874.25
Unit Wt. (gms/cc)	2.05	2.07	2.02	2.06	2.18
Unit Wt. (pcf.)	127.75	129.06	126.35	128.78	136.09

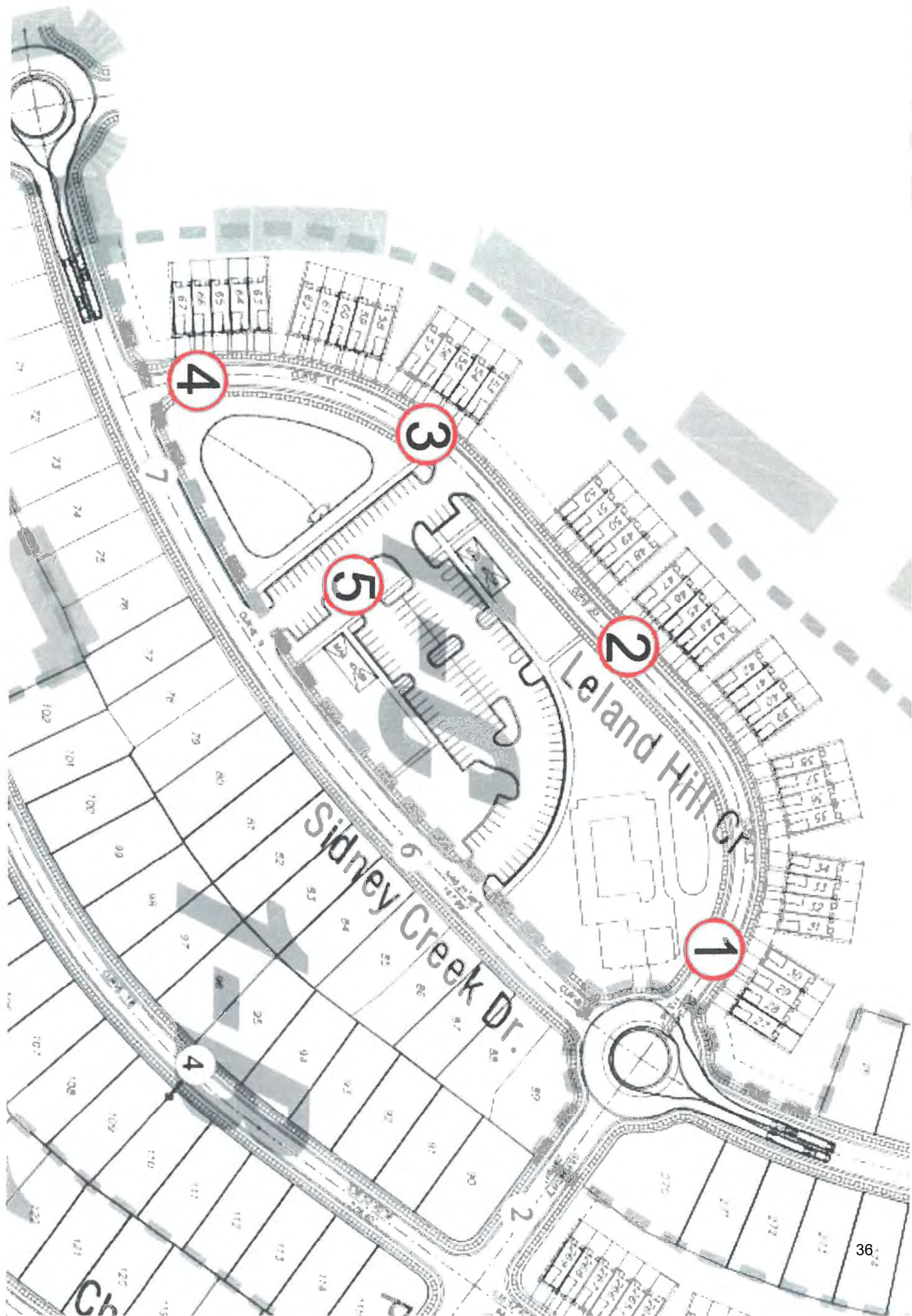
*LOCAL STREET*  
*2" Requirement*  
*OK - Made up*  
*Min. 1.5" Fall*  
*In abcty.*

### Bulk Specific Gravity ( $G_{mb}$ )

	-001	-002	-003	-004	-005
Wt. in Water (gms.)	925.5	888.3	799.3	659.9	2290.1
Wt. Surface Dry (gms.)	1684.7	1629.1	1493.9	1249.0	4092.7
Bulk Specific Gravity ( $G_{mb}$ )	2.216	2.193	2.146	2.115	2.268
Absorption (%)	0.26%	0.60%	0.52%	0.53%	0.29%
Compaction %	90.8%	89.9%	88.0%	86.7%	93.0%

*Note: Slightly Low; But QC Testing Results are Better; Subbase numbers good. Bond Carbons & FF Refs need place to verify.*







# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DAILY CORE LOCATION & LOT SUMMARY

12-12-2002

DATE 4/20

PROJECT NO.: 16 SIDNEY CREEK MAP / RI. NO.: 16 LEGANVILLE CONTRACTOR: BLYTE PLANT LOCATION: SEMINOLE

BASE TYPE: SDNC LANE DESC.: L/R BASELINE: \_\_\_\_\_

TYPE MIX: RS95C JMF NO.: 19-0064-151 PROJECT ENGINEER: \_\_\_\_\_

CORE #	TEST SECTION			RANDOM #			LENGTH /WIDTH x RANDOM #		TEST SECTION BEGINNING STATION # G	CORE LOCATION		CORE SAMPLE THICKNESS	PERCENT COMPACTION
	TEST SECTION NO.	LENGTH A	WIDTH B	LENGTH C	WIDTH D	LENGTH E=A x C	WIDTH F=B x D	STATION G+E		DIST. FROM BASELINE F			
1	1	300										13/4	92.2
2	2	300										1 1/2	92.4
3	3	300										1 3/4	91.8
4	4	300										1 5/8	92.4
				</									

CONSTRUCTION TYPE: \_\_\_\_\_

THE "NEW" CONSTRUCTION CATEGORY WILL BE DEFINED AS PAVEMENTS EXCLUSIVE OF IRREGULAR AREAS MEETING ALL THREE OF THE FOLLOWING CRITERIA:

- 1.) PAVEMENT PLACED ON A NEW AGGREGATE OR SOIL BASE COMPACTED TO THE SPECIFIED DENSITY OR PAVEMENT PLACED ON A NEW ASPHALT MIX LAYER (EXCLUDING WEDGING AND LEVELING);
- 2.) PAVEMENT WHICH IS WITHIN A DESIGNATED TRAVEL LANE OF THE FINAL TRAFFIC PATTERN; AND
- 3.) PAVEMENT WHICH IS 4.0 FEET (12 METERS) OR WIDER.

AS AN EXCEPTION, WHEN THE FIRST LAYER OF MIX IS PLACED ON AN UNPRIMED AGGREGATE BASE AND IS 2.0 INCHES (50 MILLIMETERS) OR LESS IN THICKNESS, THE LAYER WILL BE INCLUDED IN THE "OTHER" CONSTRUCTION" CATEGORY.

THE "OTHER" CONSTRUCTION CATEGORY WILL INCLUDE ALL PAVEMENT EXCEPT AS DESCRIBED ABOVE AND ALSO ALL S 4.75 A MIX TYPES.

DATE 4/20/02 RD150967

\* PRINT CERTIFIED QMS TECHNICIAN'S NAME w/HICAMS# \_\_\_\_\_

\* CERTIFIED QMS TECHNICIAN'S SIGNATURE \_\_\_\_\_

DATE 4/20/02 RD150967

\* PRINT QMS PLANT TECHNICIAN'S NAME w/HICAMS# \_\_\_\_\_

\* CERTIFIED QMS PLANT TECHNICIAN'S SIGNATURE \_\_\_\_\_

LOT PASSES ☒

LOT FAILS ☐

NOTE: CONTRACTOR MUST BE NOTIFIED BY LETTER OF ANY PAY ADJUSTMENTS OR PAVEMENT REMOVAL

\* BY PROVIDING THIS DATA UNDER MY SIGNATURE AND/OR HICAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST

NEW ☐ OTHER ☐



# WORKSHEET FOR ROADWAY CORE SAMPLE DENSITY DETERMINATION & COMPARISON

MIN. % COMPACTION REQ.:-

PLANT LOCATION: GARVER

[illegible]

\* BY PROVIDING THIS DATA UNDER MY SIGNATURE AND /OR EICAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST RESULTS, IN ANY MANNER, HAS OCCURRED.





Tuesday, April 18, 2023

Engineer's Certification Public Water

RE: Sidney Creek Phase 1C

To Whom it may Concern:

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

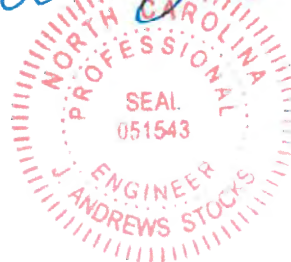
**Sidney Creek Phase 1C**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that by my inspection and the observation of the CORPUD Inspectors the constructed improvements and my review of the as-built survey data, I hereby certify that the (1) public improvements, (2) private improvements, and (3) public safety of the above referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved Construction Drawings, approved design documents, and/or any approved modifications, except as noted in red on the 'As-Builts' drawings. Furthermore, I certify that the red-noted do not adversely affect the required performance or public safety aspects of the improvements

J. Andrew Stocks, PE  
Project Manager

SEAL:

4-18-23



*Left  
Approved AS  
Submitted  
8/1/23*

JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 00 Certifications and Bond Letters/'Engineers Certification Water'

J. Michael Stocks, PE  
Stocks Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksenengineering.com](mailto:mstocks@stocksenengineering.com)





Tuesday, April 18, 2023

**Engineer's Certification Public Water**

RE: Sidney Creek Phase 1C

**To Whom it may Concern:**

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

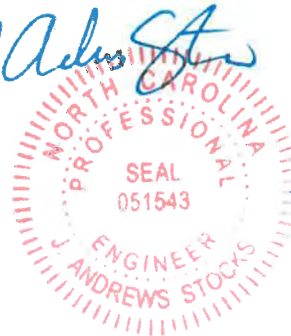
**Sidney Creek Phase 1C**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that by my inspection and the observation of the CORPUD Inspectors the constructed improvements and my review of the as-built survey data, I hereby certify that the (1) public improvements, (2) private improvements, and (3) public safety of the above referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved Construction Drawings, approved design documents, and/or any approved modifications, except as noted in red on the 'As-Built's' drawings. Furthermore, I certify that the red-noted do not adversely affect the required performance or public safety aspects of the improvements.

J. Andrew Stocks, PE  
Project Manager

SEAL:

4-18-23



JAS/ProjectFolder/2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 00 Certifications and Bond Letters/Engineers Certification Water\*

J. Michael Stocks, PE  
Stocks Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksengineering.com](mailto:mstocks@stocksengineering.com)





*✓*  
*APPROVED*  
*8/17/23*

March 29, 2022

Chris D. Ray  
Zebulon Public Works Director  
450 East Horton Street  
Zebulon, NC 27597

Re: Sidney Creek Materials Phase 1C

Chris,

Please allow this letter to serve as confirmation that DRSFA did not purchase any materials for the Sidney Creek development. All materials were provided by the site contractor, Kenneth West, Inc.

Sincerely,

*Paul J. Yeager*

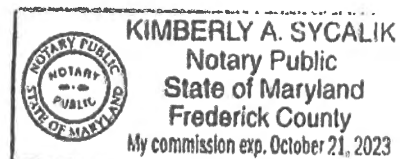
Paul Yeager  
Executive Vice President / CFO

State of Maryland County of MONTGOMERY This record was acknowledged before me on the  
30th of MARCH, 2022 by Paul Yeager.

*Kimberly A Sycalik*

KIMBERLY A SYCALIK Notary Public

My Commission Expires 10/21/2023



[www.DANRYANBUILDERS.com](http://www.DANRYANBUILDERS.com)

RALEIGH DIVISION | 3000 RDU CENTER DRIVE, SUITE 202 | MORRISVILLE, NC 27560 | MAIN: 919.747.4970 | FAX: 919.747.4970



LIEN WAIVER AND RELEASE

I, the undersigned, am a general contractor, subcontractor, materialman, or other person furnishing services or labor or materials pursuant to any and all contract(s) with DRSFA, LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by DRSFA, LLC, and described as follows:

**All work related to the installation of roadway and stormwater infrastructure located within Sidney Creek Phase 1C - Leland Hill Circle Sta. 10+00.00 to Sta. 21+42.02 as shown on construction plans prepared by Stocks Engineering PA.**

In consideration of the sum of \$1.00 to me in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to me, and acknowledging that I have been fully paid under said contract(s) with respect to any work done on, or materials furnished to, the above described land and improvements and intending to be legally bound hereby, I do hereby waive, release and quit-claim all right that I may now or hereafter have to a lien upon the land and improvements above described; and I do further warrant that I have not and will not assign my claims for payment, nor my right to perfect a lien against said property, and that I have the right to execute this waiver and release thereof.

I respectively warrant that all laborers employed by me upon the aforesaid premises have been fully paid and that none of such laborers have any claim, demand, or lien against said premises.

It is understood and agreed that my signature hereto is for all services rendered, work done and material furnished heretofore by the signor in any and all capacities.

Witness the following signature and seal this 25 day of January, 2023.

Contractor/Subcontractor/Materialman

B-S (Signature)  
Name: BRIAN S. JACOBY  
Title: V. PRESIDENT  
Company: Kenneth West, Inc

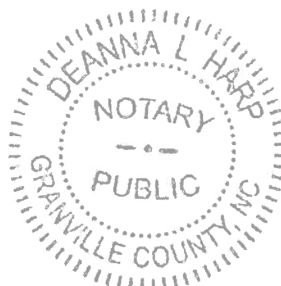
State of NC; County/City of Wake / Raleigh;

Subscribed and sworn to before me this 25 day of January, 2023.

Wh 24ap  
Notary Public

My Commission Expires: 3-3-26

Subdivision: Sidney Creek Ph 1C



Page 1 of 1





12

- Service Address
- Logs (Work/Comm)
- Contacts
- Prerequisites
- Billing
- Meter
- Plans
- CU Details
- Asset Preview
- Failure Reporting
- Inspections
- Map

Site: ED WO SYDNEY CREEK PH I Light Order: Install L TD-NC-SC  
Status: INEXTDESIGN

Capital Percent:  
100.00

Filter 1 - 1 of 1



Bill Status	Total Charges	Date Submitted	Date Invoiced	Date Paid	Result Set?	Total CIAC Amount
PAID	49,648.00	02/17/2022 3:37 PM	02/18/2022	03/02/2022	<input checked="" type="checkbox"/>	0.00

Filter 1 - 2 of 2



Charge Code	Description	Sub-Total
UL	UG for Lighting	46,400.00
STELECP	DEP Sales Tax Electric	3,248.00

✓  
10-3-22  
Approved  
AS  
Gibson

Filter 0 - 0 of 0







## Notification of Conditional Acceptance

of Water and Wastewater Infrastructure in Raleigh Water Merger Communities  
(Garner, Knightdale, Rolesville, Wake Forest, Wendell, Zebulon)

Project Name: SIDNEY CREEK

Project Phase: PHASE 1 - C

Permit Number(s): W - 3704 R - 14

S - 4614

The City of Raleigh Water Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets Raleigh Water specifications and the infrastructure is available for use. This preliminary acceptance is conditional on a final review of digital as-built data, project records and other submitted documentation. Formal notification of acceptance is pending and will be provided on successful completion of the conditional review.

Inspector Name: MICHAEL R. FOWLER, SR.

Date: 06 / 30 / 2023

### Comments:

FINAL / SIGNED ACCEPTANCE LETTER WILL FOLLOW.

Notes on Project Phasing: Acceptance occurs after water and sewer infrastructure in an approved phase is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance. Acceptance boundaries are defined by the limits identified in the Raleigh Water approved utility phasing plan(s). Acceptance of unapproved sub-phases and/or partially complete phases will not be considered. Additional information can be found in the Raleigh Water Handbook at [www.raleighnc.gov](http://www.raleighnc.gov).





JUNE 30, 2023

Developer: DSFA, LLC.  
Contractor: KENNETH WEST, INC.  
Address: 3000 RDU CENTER DRIVE, SUITE 202  
MORRISVILLE, NC 27560

Project: SIDNEY CREEK, PHASE 1-C  
Permit #: Water W-3704  
Sewer S-4614

Main line Size/Type/ Footage:

<u>Water</u>	<u>Sewer</u>
6 INCH / DIP / 80 LF	8 INCH / PVC / 951 LF
8 INCH / DIP / 1,060 LF	

Dear Mr./Ms. TREVOR DALTON

This letter is to advise you that a final inspection has been made on the above referenced project. The inspection is complete and the work is accepted as being in accordance with the construction plans prepared by J. MICHAEL STOCKS, P.E. / STOCKS ENGINEERING, P.A., dated 07/06/2020, and approved on 11/05/2020. As of the completion date of 06/30/2023, the City of Raleigh accepted the infrastructure for continuous maintenance.

This acceptance is subject to a one-year guarantee against failure due to faulty workmanship or materials.

Sincerely,

  
Janeen Goodwin, PE  
Engineering Manager  
City of Raleigh  
Public Utilities | Raleigh Water

---

Municipal Building | 222 West Hargett Street | Raleigh, North Carolina 27601  
One Exchange Plaza | 1 Exchange Plaza | Raleigh, North Carolina 27601  
Mailing address: City of Raleigh | Post Office Box 590 | Raleigh, North Carolina 27602-0590





**Town of Zebulon**  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

**INVOICE #**

**24-00044**

YOU CAN PAY ONLINE BY CREDIT/DEBIT/ACH:  
WWW.EDMUNDSGOVPAY.COM/ZEBULON  
YOU WILL NEED YOUR ACCOUNT ID AND PIN

ACCOUNT ID: STOCKS PIN: 089360  
INVOICE DATE: 09/29/23  
DUE DATE: 10/06/23

Stocks Engineering, P.A.  
PO Box 1108  
nashville, NC 27856

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Sidney Creek 1C Final Plat		
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Sidney Creek 1C Final Plat	300.000000	300.00
42.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Sidney Creek 1C Final Plat	10.000000	420.00
41.0000	RECIMPSF	RECREATION IMPACT FEE - SINGLE Sidney Creek 1C Final Plat	3,000.000000	123,000.00
41.0000	TRANSPOR	Transportation Impact Fee Sidney Creek 1C Final Plat	612.040000	25,093.64
1142.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Sidney Creek 1C Final Plat	2.950000	3,368.90
1203.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Sidney Creek 1C Final Plat	1.200000	1,443.60
1203.0000/LF	STORMMAP	STORMWATER MAPPING FEES Sidney Creek 1C Final Plat	1.750000	2,105.25
11420.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Sidney Creek 1C Final Plat	1.200000	13,704.00
			<b>TOTAL DUE:</b>	<b>\$ 169,435.39</b>

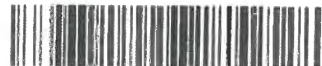
*Payment Pending - Expected on 11/27/23*

**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

Town of Zebulon  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

INVOICE #: 24-00044  
DESCRIPTION: Sidney Creek 1C Final Plat  
ACCOUNT ID: STOCKS PIN: 089360  
DUE DATE: 10/06/23  
TOTAL DUE: \$ 169,435.39

Stocks Engineering, P.A.  
PO Box 1108  
nashville, NC 27856















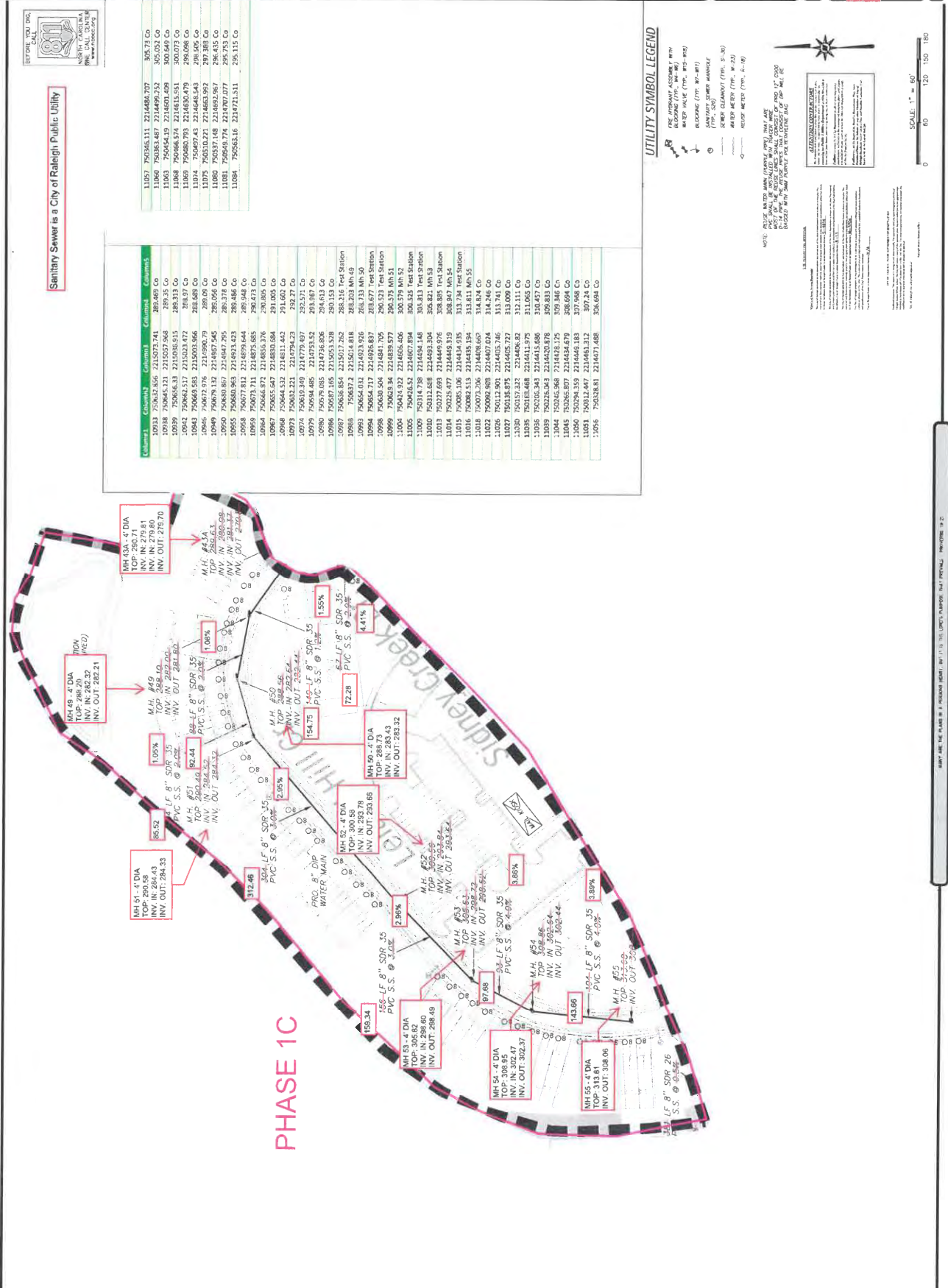
PHASE  
1C

CONF. TYPE		EXP. DELTA		EXP. DELTA		EXP. DELTA	
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CONF. 3	TYPE 3	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 4	TYPE 4	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 5	TYPE 5	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 6	TYPE 6	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 7	TYPE 7	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 8	TYPE 8	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 9	TYPE 9	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 10	TYPE 10	1.00	1.00	1.00	1.00	1.00	1.00
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CONF. 76	TYPE 76	1.00	1.00	1.00	1.00	1.00	1.00
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CONF. 99	TYPE 99	1.00	1.00	1.00	1.00	1.00	1.00
CONF. 100	TYPE 100	1.00	1.00	1.00	1.00	1.00	1.00

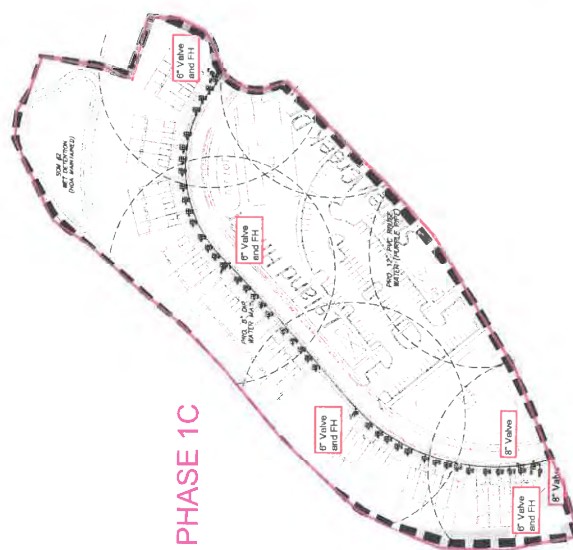



















### UTILITY SYMBOL LEGEND

 PNEUMATIC ASSEMBLY WITH  
 BLOCKING (TYP. W-4-WB)  
 METER VALVE (TYP. W-5-WB)  
 BLOCKING (TYP. W-7-WB)  
 SANITARY SERIES MANHOOF  
 (TYP. S-20)  
 SEWER CLEANOUT (TYP. S-30)  
 METER METER (TYP. M-23)  
 PRESSURE METER (TYP. P-18)

NOTE: REUSE WATER MAIN (PURPLE PIPE) THAT ARE  
PIPE SHALL BE INSTALLED WITH TOACH UNDER

[illegible]

THE POLYMERIZATION OF  
 2-VINYL-5-NORBORNENE

[illegible]

SCALE: 1" = 100'

MANY AS THE PLANT IS A PERENNIAL BUT IT IS THE LEAVES THAT BECOME DECIDUOUS IN AUTUMN.



**STOCKS ENGINEERING**

301 EAST KATHARINE STREET  
RALEIGH, N.C. 27601  
PHONE: (704) 439-8166

WWW.STOCKSENGINEERING.COM

**SIDNEY CREEK, DAN RYAN BUILDERS**

**ZEBULON, NORTH CAROLINA**

**BLANC-074**

Professional Engineer Seal for North Carolina

UTILITY PLAN (WATER)

AS BUILT

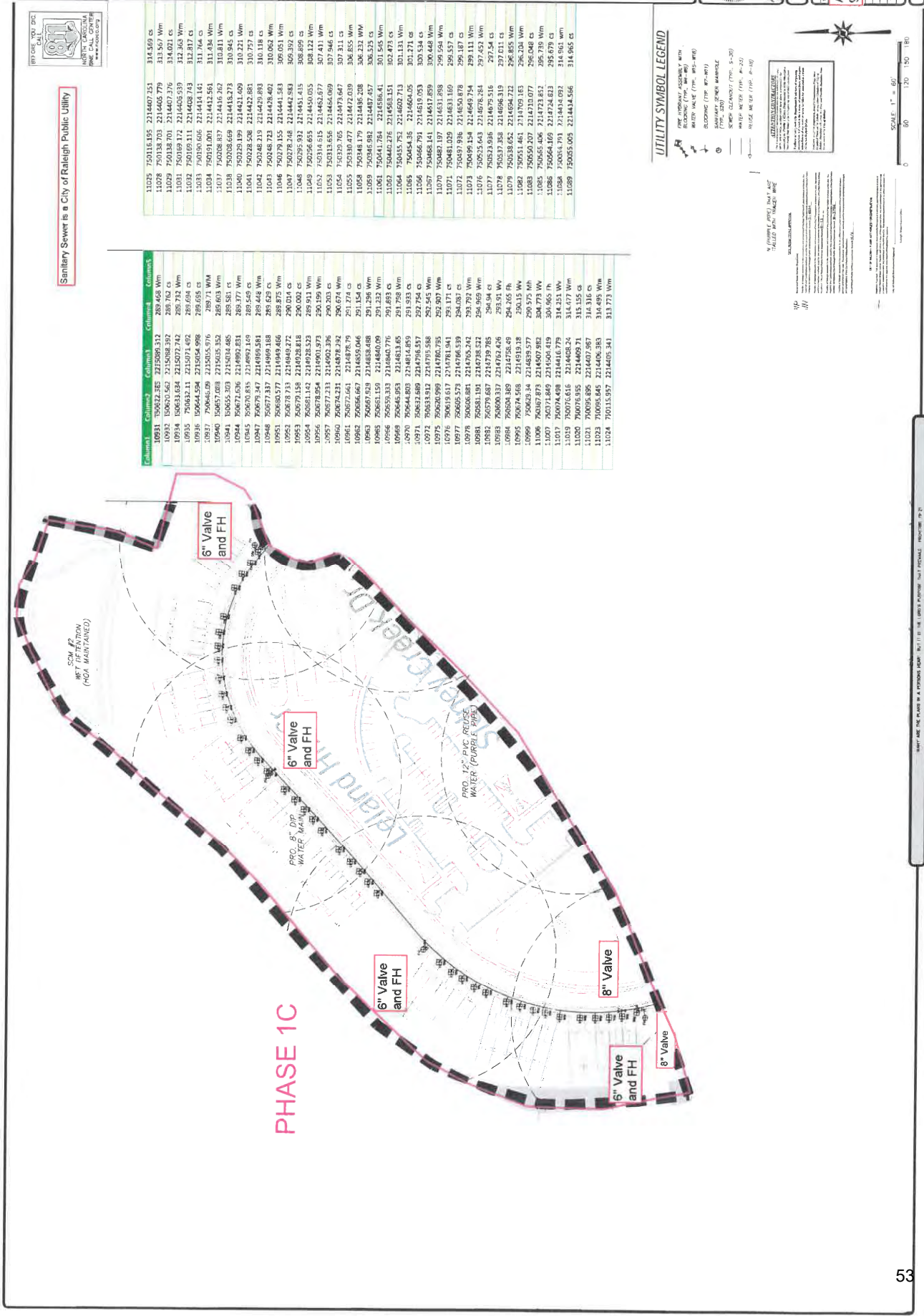
9-12-22

DATE: 9-12-22

BY: [Signature]

CHECKED: [Signature]

SCALE: 1" = 60'

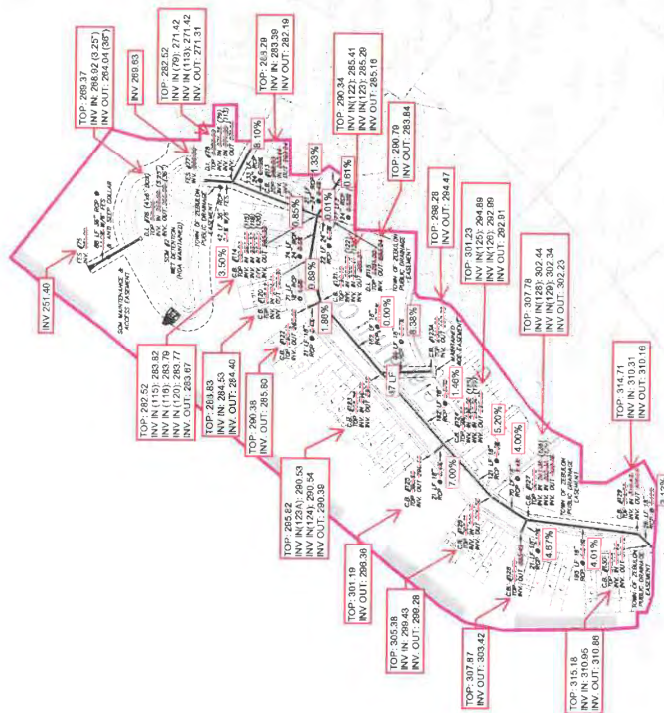






SCALE: 1" = 100'

NOTED: THE HOA IS RESPONSIBLE OWNS AND MAINTAINS ALL STORMWATER CONTROL STRUCTURES (DIPS, SOIL PIPE AND OTHER DEVICES) LOCATED IN HOA STORMWATER DRAINAGE EASEMENTS. THE TOWN OF ZEPHRAH WILL BE RESPONSIBLE FOR ALL STREET DRAINAGE WITH THE ROW AND DEDICATED PUBLIC DRAINAGE EASEMENTS UNTIL THE STALLING BASIN.







**STOCKS**  
ENGINEERING

801 EAST WASHINGTON STREET  
NASHVILLE, TN 37203  
PHONE: (615) 439-6188  
WWW.STOCKSENGINEERING.COM

BLN-C-274

**SIDNEY CREEK, DAN RYAN BUILDERS**  
**ZEBULON, NORTH CAROLINA**



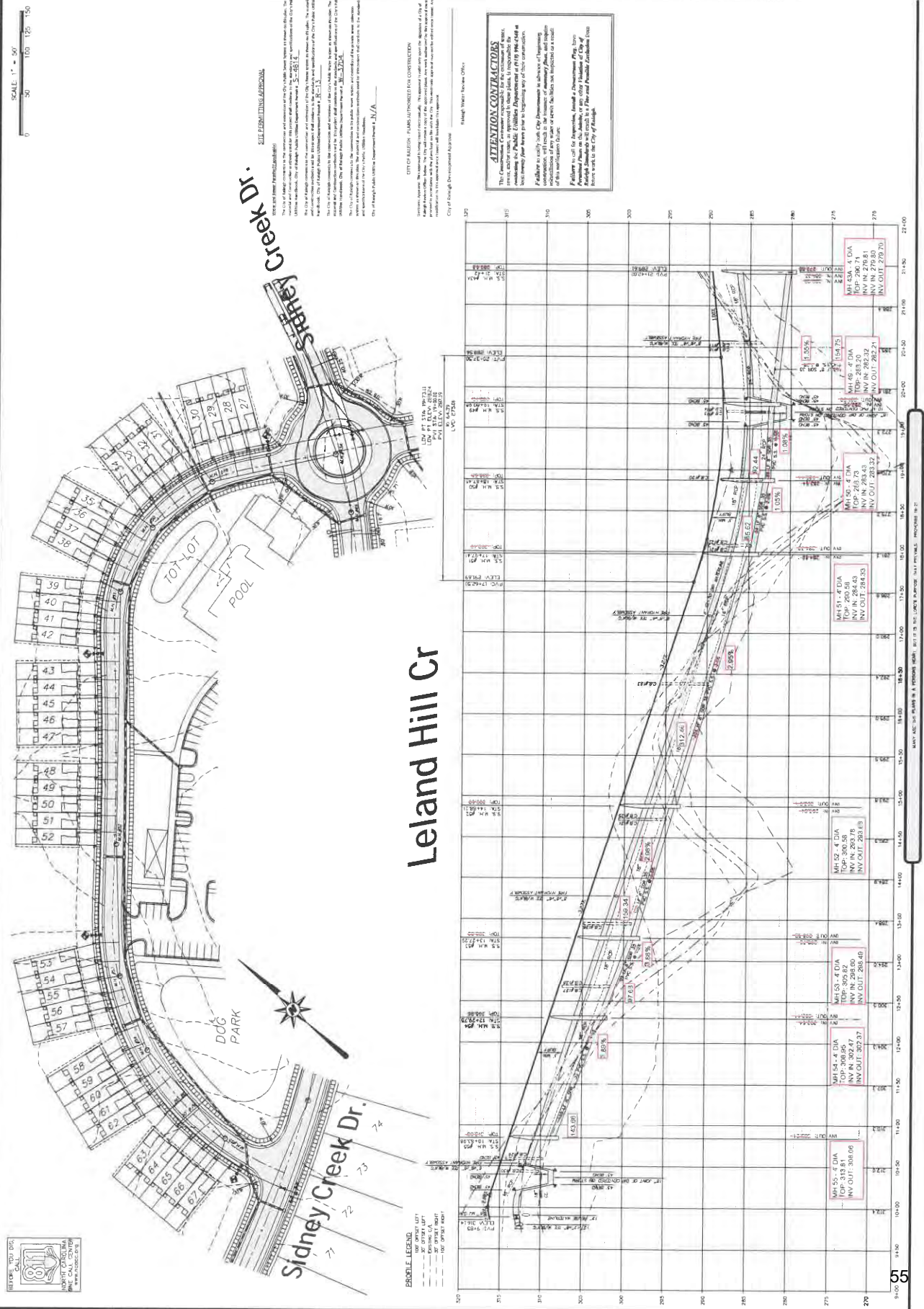
James L. Stocks  
Professional Engineer  
No. 15843  
State of North Carolina

**PROJECT**  
ZEBULON

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/20/20	11/20/20

DATE: 11/20/20  
BY: JLS  
CHECKED: JLS  
SCALE: AS SHOWN



STOCKS ENGINEERING

801 EAST WASHINGTON STREET  
NASHVILLE, TN 37203  
PHONE: (615) 439-6188  
WWW.STOCKSENGINEERING.COM

BLN-C-274

**SIDNEY CREEK, DAN RYAN BUILDERS**  
**ZEBULON, NORTH CAROLINA**



James L. Stocks  
Professional Engineer  
No. 15843  
State of North Carolina

**PROJECT**  
ZEBULON

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/20/20	11/20/20

DATE: 11/20/20  
BY: JLS  
CHECKED: JLS  
SCALE: AS SHOWN

STOCKS ENGINEERING

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NASHVILLE, TN 37203  
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BLN-C-274

**SIDNEY CREEK, DAN RYAN BUILDERS**  
**ZEBULON, NORTH CAROLINA**



James L. Stocks  
Professional Engineer  
No. 15843  
State of North Carolina

**PROJECT**  
ZEBULON

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/20/20	11/20/20

DATE: 11/20/20  
BY: JLS  
CHECKED: JLS  
SCALE: AS SHOWN



**RESOLUTION 2024-12  
ACCEPTING ROADWAY, AND STORM DRAINAGE  
INFRASTRUCTURE FOR SIDNEY CREEK PHASE 1-C**

**WHEREAS**, DRSFA, LLC the developers of Sidney Creek Phase 1-C requests the Town of Zebulon assume ownership and maintenance of the roadway and storm drainage infrastructure within the public right-of-way or dedicated easements of Sidney Creek Phase 1-C consisting of 1,203 linear feet (LF) of drainage infrastructure, and 1,142 LF of roadway:

- 1142' LF of Leland Hill Circle

**WHEREAS**, the Town of Zebulon has inspected said infrastructure; and

**WHEREAS**, DRSDFA, LLC has completed all punch list tasks; and

**WHEREAS**, the Town of Zebulon has received all required documentation needed for Dedication and Warranty; and

**WHEREAS**, the Town of Zebulon has received a Subdivision Bond from Liberty Mutual Surety Group for completion of final asphalt roadway overlay, five-foot sidewalk, SCM conversion, amenity center, access ramps, HOA greenway, signage, striping, and asphalt and concrete repair etc.; and

**WHEREAS**, the Town of Zebulon may accept an offer of dedication of streets, sidewalks, curb and gutter, and storm drainage by resolution of the Board of Commissioners per the Town of Zebulon Uniform Development Ordinance section 6.10.4.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of Zebulon accepts dedication of the roadway, and storm drainage.

Adopted this 4th day of December 4, 2023.

\_\_\_\_\_  
Glenn L. York – Mayor

SEAL

\_\_\_\_\_  
Lisa M. Markland, CMC - Town Clerk



STAFF REPORT  
RESOLUTION 2024-13  
SIDNEY CREEK PHASE 2  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Topic: Resolution 2024-13 – Sidney Creek Phase 2 Infrastructure Acceptance**

Speaker: Chris D. Ray, Public Works Director (if pulled from Consent)

From: Chris D. Ray, Public Works Director

Prepared by: Chris D. Ray, Public Works Director

Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider accepting roadway and storm drainage infrastructure constructed with Sidney Creek Phase II for ownership and maintenance by the Town of Zebulon.

**Background:**

The Town of Zebulon follows a practice where the Board considers acceptance (i.e., ownership and maintenance) of roadway and storm drain infrastructure installed in new subdivisions. In advance of this consideration, staff determines whether the infrastructure complies and meets the conditions of permits and Town standards.

DRSFA, LLC has installed roadway and stormwater infrastructure in Sidney Creek Phase 2 (a phase of 112 single family lots within a total of 828 lots for all phases). Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements, and City of Raleigh Utility Standards.

**Discussion:**

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage for ownership and maintenance if the dedicated work is consistent with the UDO and complies with the latest version of Town standards.

**Policy Analysis:**

The infrastructure was installed per Special Use Permit 2019-06 (September 9, 2019), complies with the latest version of the "Town of Zebulon Street & Storm Drainage Standards and Specifications", and is consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways.

**Fiscal Analysis:**

Infrastructure Amount and Value

Sidney Creek will dedicate five (5) streets totaling 5,342' (~1.01 miles), and 4365' (~.83 miles) of storm drainage valued at \$1,151,223.26. The Town maintains approximately 40 street miles and 31 storm drain miles.

Maintenance Cost and Revenue

The Town budgets repaving approximately 2 miles of streets annually, currently estimated at \$400,000, to maintain the 20-year life of this asset. The acceptance of Sidney Creek Phase 2 increases the street network by approximately 2.7%. The Town supports the cost of street maintenance through Gas Taxes ("Powell Bill") and Vehicle Tag Fees.



STAFF REPORT  
RESOLUTION 2024-13  
SIDNEY CREEK PHASE 2  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

Beyond staff's annual inspection and maintenance responsibilities, the Town budgets cleaning approximately 10% (3.1-miles) of storm-drains annually, currently estimated at \$40,000, to satisfy a "Pollution Prevention and Good Housekeeping" objective of their National Pollutant Discharge Elimination System permit (# NCS000557) through the NC Department of Environmental Quality. The acceptance of Sidney Creek 2 increases the storm drain network by approximately 2.7%. There are no dedicated revenue sources to support stormwater maintenance (0.7¢ on the property tax rate is dedicated toward stormwater capital improvements). Implementing a stormwater fee is a method to capture direct revenue to support these operational costs.

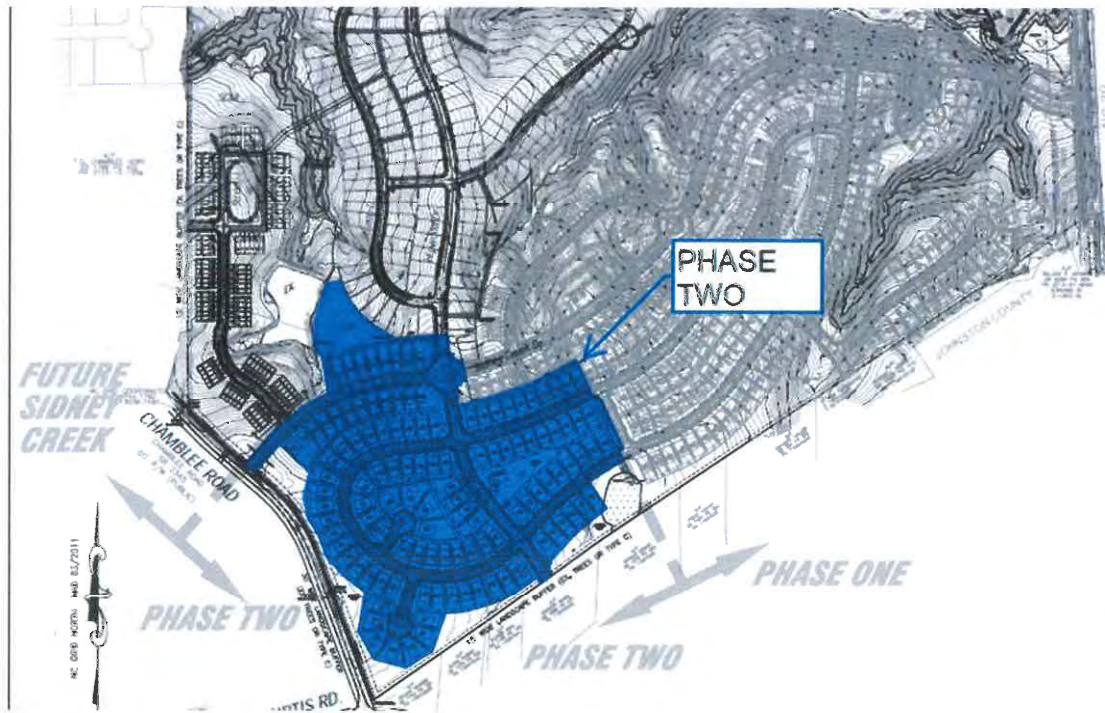
Warranty and Insurance

The Town received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to the final asphalt overlay by the developer.

The Town received a Subdivision Bond totaling \$814,402.28 to ensure the final completion of outstanding items (e.g., final asphalt overlay, pocket amenity and Mail Kiosk) intentionally delayed to minimize the damage that can occur as individual lots are constructed. The bond automatically renews until all items have been completed. All inspection and development fees of \$513,200.13 were collected from the developer.

**Staff Recommendation:**

Staff recommends approval of Resolution 2024-13 to accept Sidney Creek Phase 2 roadway and storm drainage infrastructure, warranty, and site improvements bond.





STAFF REPORT  
RESOLUTION 2024-13  
SIDNEY CREEK PHASE 2  
ROADWAY, AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Attachments:**

1. Closeout Documents
  - Engineer certification of roadway lengths and infrastructure values
  - Engineer Certification for Roadways and Stormwater
  - Engineering Estimate for Letter of Credit/Bond
  - Subdivision Bond – Liberty Mutual
  - Developer warranty/guaranty– Stormwater/Roadway
  - Developer warranty/guaranty – water and sewer
  - Third party engineering reports for sub-grade, stone, and asphalt
  - Engineering certification – Water and sewer
  - Developer – Release of Lien
  - Contractor – Release of Lien
  - Notice of conditional acceptance – City of Raleigh
  - Proof of payment for streetlights
  - Proof of payment for Town Inspections and fees
2. As-Built Drawings
3. Resolution 2024-13



### Engineer's Certification

*Let Approved As Submitted 8/14/23*

I, J. Andrews Stocks, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

Sidney Creek Phase 2- Sidney Creek Dr. Sta. 44+40.19 to Sta. 54+15.55, Channel Drop Loop Sta. 30+00.79 to Sta. 59+29.42, Hipwood Drive Sta. 9+85.00 to Sta. 21+39.00, Brumitt Ct., and Iris Stream Ct. in Zebulon, NC.  
(Project and Name of Location)

for the DRSFA, LLC, hereby state that, to the best of my  
(Project Owner)

abilities; due care and diligence was used in the observation of the project construction such that the Roadway System was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specifications.

The following table depicts the Roadway Lengths:

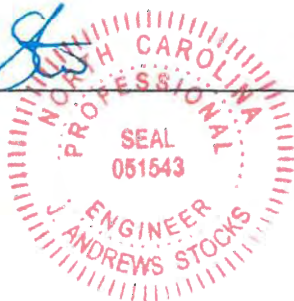
Public Roadway Data Table			
Street Name	Classification	Length of Road	Width of ROW
Sidney Creek Drive	Residential Collector	975 LF	60' ROW
Channel Drop Loop	Local Street	2,798 LF	50' ROW
Hipwood Drive	Residential Collector	1,154 LF	60' ROW
Brumitt Court	Local Street	178 LF	50' ROW
Iris Stream Court	Local Street	237 LF	50' ROW
Total		5,342 LF	

Signature

*J. Andrews Stocks*

Registration No. 051543

Date: 7-31-23





# Stocks Engineering, P.A.

P.O. Box 1108 Nashville, North Carolina 27856  
252.459.8196 (v) 252.459.8197 (f)

## Dedicated Infrastructure Cost Estimate

PROJECT NAME Sidney Creek Ph 2  
NEIGHBORHOOD: Phase 2  
SECTION NO. **Dedicated Infrastructure**  
LOTS: 116 L.F. STREET: +/- 5,258 LF  
LOCATION: Zebulon, NC  
OWNER: **DRSFA, LLC**  
ESTIMATOR: JAS 5-30-23

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
----------	-------------	----------	------	------------	-------

### SEDIMENTATION AND EROSION CONTROL

1	No Bond Item	1	EA	\$ -	\$ -
Subtotal					\$ -

### CLEARING/GRUBBING EARTHWORK FOR STREETS

1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -

### STORM DRAINAGE (PUBLIC ONLY)

1	18" RCP (1,867 LF Public)	1	LS	\$ 76,492.83	\$ 76,492.83
2	24" RCP (523 LF Public)	1	LS	\$ 30,779.37	\$ 30,779.37
3	36" RCP (1,813 LF Public)	1	LS	\$ 198,089.08	\$ 198,089.08
4	36" FES	2	EA	\$ 2,849.80	\$ 5,699.60
5	Drainage Structures (52)	1	LS	\$ 194,665.08	\$ 194,665.08
Subtotal					\$ 505,725.96

### WATER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -

### SEWER MAINS AND SERVICES

1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -

### STREET PAVING, CURB & GUTTER

1	CABC Stone - 8"	1	LS	\$ 208,581.50	\$ 208,581.50
2	Stone Under Curb & Gutter - 6"	1	LS	\$ 30,875.00	\$ 30,875.00
3	Curb & Gutter - 30"	1	LS	\$ 164,226.55	\$ 164,226.55
4	Asphalt 1st lift 2" - 9.5SFC	8,460	SY	\$ 13.55	\$ 114,633.00
5	Asphalt 1st lift 2.5" - 119.0C	8,075	SY	\$ 15.75	\$ 127,181.25
Subtotal					\$ 645,497.30

### MISCELLANEOUS & FINAL

1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -

ESC through Miscellaneous and Final

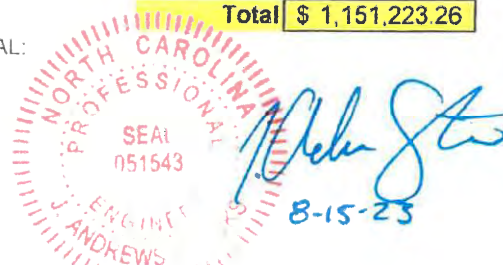
Subtotal \$ 1,151,223.26

**Total \$ 1,151,223.26**

### ROADWAY LENGTHS

Sidney Creek Dr. 975 LF  
Channel Drop Loop 2,798 LF  
Hipwood Dr. 1,154 LF  
Brumitt Ct. 178 LF  
Iris Stream Ct. 237 LF  
Total 5,342 LF

SEAL:



### NOTE:

On behalf of DRSFA, LLC, an engineer's opinion of cost is herein provided for the total cost of the site improvements for Sidney Creek, Phase 2, that is to be dedicated to the Town of Zebulon. It is anticipated that these site improvements will be completed within one year and dedicated to the Town then.





Tuesday, May 30, 2023

**Engineer's Certification**

RE: Sidney Creek Phase 2

**To Whom it may Concern:**

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

**Sidney Creek Phase 2**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that the Roadway System and Stormwater Infrastructure was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specification with the following items yet to be completed:

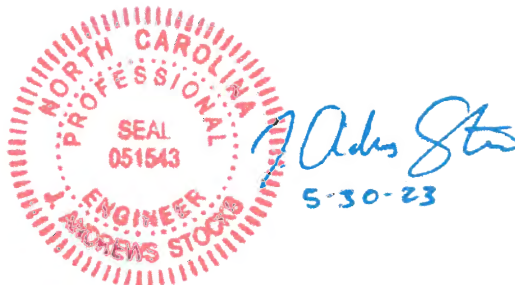
1. Concrete Sidewalk and HC Ramps
2. Final Lift of Asphalt
3. Pavement Striping
4. SCM Conversions
5. Pocket Park Amenity Site

Please contact our office with any questions.

Sincerely,  
**Stocks Engineering, PA**

*J. Andrews Stocks*

J. Andrew Stocks, PE  
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 2 Certifications and Bond Letters/Engineers Certification\*

J. Michael Stocks, PE  
**Stocks Engineering, PA (C-1874)**  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksengineering.com](mailto:mstocks@stocksengineering.com)

*Let's  
Approve  
AS  
Submitted  
7/31/23*





Monday, July 31, 2023

Chris Ray  
Town of Zebulon – Public Works Dept.  
100 N. Arendell Avenue  
Zebulon, NC 27597

*Lost*  
*8/14/23*  
[cray@townofzebulon.org](mailto:cray@townofzebulon.org)

RE: Sidney Creek Ph 2 – Completion Bond  
Phase 2–116 Lots

*Approved*  
*AS*  
*Submitted.*

Dear Mr. Ray:

Please find attached the estimated bond amounts needed to complete the improvements for Phase 2 –116 Lots at Sidney Creek. The scope is to include, but not necessarily limited to, maintenance and completion of ESC measures, seeding and/or final stabilization, paving, striping, signage, and sidewalks.

**The Town of Zebulon Bond Amount should be in the amount of \$814,402.28 (see attached)**

Please see the attached spreadsheet for the estimated cost of completion for the outstanding items. I would anticipate that this estimate would be valid for one year from the most recent date of this letter. The amount will be covered by a Bond.

Should you have any comments or questions, please contact our office.

Sincerely,  
STOCKS Engineering, PA

*J. Andrews Stocks*

J. Andrew Stocks, PE  
Project Manager



JAS/ProjectFolder/2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 2 Certifications and Bond Letters/"Bond Letter SC Ph 2 Completion Bond"

J. Michael Stocks, PE  
Stocks Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksenineering.com](mailto:mstocks@stocksenineering.com)



<h1 style="margin: 0;">Stocks Engineering, P.A.</h1> <p style="margin: 5px 0;">P.O.Box 1108      Nashville, North Carolina      27856  252.459.8196 (v)      252.459.8197 (f)</p>				PROJECT NAME: Sidney Creek Ph 2	
				NEIGHBORHOOD: Phase 2	
<h2 style="margin: 0; color: red;">Bond Amount Phase 2 - 116 Lots</h2>				SECTION NO. <b>116 Lots - Bond Amount</b>	
				LOTS: 116 L.F. STREET: +/- 5,258 LF	
<h2 style="margin: 0; color: red;">Bond Amount Phase 2 - 116 Lots</h2>				LOCATION: Zebulon, NC	
				OWNER: <b>DRSFA, LLC</b>	
<h2 style="margin: 0; color: red;">Bond Amount Phase 2 - 116 Lots</h2>				ESTIMATOR: JAS 5-30-3	

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>SEDIMENTATION AND EROSION CONTROL</b>					
1	Not Bond Item	1	EA	\$ -	\$ -
Subtotal					\$ -
<b>CLEARING/GRUBBING EARTHWORK FOR STREETS</b>					
1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -
<b>STORM DRAINAGE</b>					
1	SCM Conversion - Plantings, Fence, etc.	2	LS	\$ 40,000.00	\$ 80,000.00
Subtotal					\$ 80,000.00
<b>WATER MAINS AND SERVICES</b>					
1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -
<b>SEWER MAINS AND SERVICES</b>					
1	No Bond Item	1	LS	\$ -	\$ -
Subtotal					\$ -
<b>STREET PAVING, CURB &amp; GUTTER</b>					
1	Sidewalk	52,580	SF	\$ 4.00	\$ 210,320.00
2	Collector Street Final Layer of Asphalt	8,075	SY	\$ 7.77	\$ 62,742.75
3	Local Street Final Layer of Asphalt	8,460	SY	\$ 10.08	\$ 85,276.80
4	Roadway and Concrete Repairs	1	ALLOW	\$ 35,000.00	\$ 35,000.00
5	Handicap Ramps	36	EA	\$ 1,200.00	\$ 43,200.00
Subtotal					\$ 436,539.55
<b>MISCELLANEOUS &amp; FINAL</b>					
1	Striping	1	LS	\$ 14,190.00	\$ 14,190.00
2	Pocket Amenity with Mail Kiosk	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal					\$ 39,190.00
ESC through Miscellaneous and Final					\$ 555,729.55
<b>Construction Total</b>					<b>\$ 555,729.55</b>
<b>Soft Cost per TOZ - % of Const. Subtotal</b>					
1	Design/CA	15%		\$	83,359.43
2	Const. CPI	15%		\$	83,359.43
3	Geotechnical	1%		\$	5,557.30
4	Construction Staking	Allow		\$	3,000.00
5	Construction Inspections	13 Day	\$ 720.00	\$	9,360.00
<b>TOZ Total Amount to Bond</b>					<b>\$ 740,365.71</b>
<b>Bond Amount at 110%</b>					<b>\$ 814,402.28</b>





*1-2014*  
*APPROVED*  
*ORIGINAL*  
*ON*  
*FILED*  
*Planning*

SUBDIVISION BOND

BOND NO. 017256578

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned DRSFA

as Principal

2099 Gaither Road, Suite 600, Rockville, MD 20850

(Full Name [top line] and Address [bottom line])

(hereinafter called Principal) and Liberty Mutual Insurance Company as Surety (hereinafter called Surety) are held and firmly bound unto Town of Zebulon - Public Works Department

100 N. Arendell Avenue, Zebulon, NC 27597

(Full Name [top line] and Address [bottom line])

(hereinafter called Obligee) in the penal sum of Eight Hundred Fourteen Thousand Four Hundred Two Dollars and 28/100

( \$814,402.28 ) Dollars, the payment of which well and truly to be made,

we hereby jointly and severally bind ourselves our heirs, executors, administrators, successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT

WHEREAS, the principal has presented for the approval of the Obligee a plat of a subdivision of lots and lands to be known as

Sidney Creek Ph 2

WHEREAS, before said plat can be given final approval, it is required under the ordinances or regulation of said Obligee that the following improvements:

Completion Bond for Infrastructure Improvements

shall have been completed or that, in lieu of such completion, the subdivider shall furnish to the Obligee a bond guaranteeing that such improvements will be completed in accordance with the applicable specifications and within the period of time allowed,

NOW, THEREFORE, if said principal shall fully and faithfully perform all the work specified to be done within the time prescribed and in accordance with the plans and specifications therefor, to which reference is hereby made, the same being a part hereof as though fully incorporated herein; then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED August 21, 2023

DRSFA

Special Instructions: It is a condition of this Bond that it shall expire on the Expiry Date listed below, provided it will be deemed automatically extended without amendment for (1 year from the present or any future expiration date of this Bond unless at least sixty (60) days prior to the then expiration date we notify the Beneficiary by registered letter or other receipted means of postal delivery that we elect not to consider this Bond renewed for such additional period. If such notice is given, then during such notice period (i.e. the sixty (60) day period commencing on the date of such notice and ending with the then applicable expiration date of this Bond), this Bond shall remain in full force and effect and Beneficiary may draw up to the full amount of the sum when accompanied by the statement above

By:

*Paul J. Yeager*

Principal

Liberty Mutual Insurance Company

BY:

*Diane S. Loughry*

Diane S. Loughry

Bond Attorney-in-fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8197982

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Cynthia M. Charvat, Robert A. Chlada, Steven A. Dzurik, Diane S. Loughry, John J. Markotic, Dennis C. Ourand, Joseph Pierson

all of the city of Hunt Valley state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of November, 2018



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 15th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 26, 2021  
Member Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

### ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

### ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2023



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



DRSFA, LLC  
3000 RDU Center Dr., Suite 202  
Morrisville, NC 27560  
(919) 747-4670

*✓*  
*Approved*  
*As Submitted*

Tuesday, May 30, 2023

### DEVELOPER'S GUARANTY

Re : Town of Zebulon, N.C. (the "Town")  
Sidney Creek Phase 2 – Sidney Creek Dr. Sta. 44+40.19 to Sta. 54+15.55,  
Channel Drop Loop Sta. 31+00.79 to Sta. 59+29.42, Hipwood Drive Sta. 9+85.00  
to Sta. 21+39.00, Brumitt Ct. and Iris Stream Ct.

DRSFA, LLC (the "Developer") provides the following Statement of Guaranty and Warranty on the referenced project: Sidney Creek Phase 2.

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in Phase 2 – Sidney Creek Dr., Channel Drop Loop, Hipwood Dr., Brumitt Ct. and Iris Stream Ct. (the "Work") conforms with the Town's requirements, and that this guaranty and warranty will remain in full force and effect for a period of one year from the date of the acceptance of the Work. Developer hereby agrees to indemnify, defend, and hold harmless the Town from and against all costs, loss and damages, including attorney's fees, arising from the failure of the Work to conform to the Town's standards.

Developer has executed this Developer's Guarantee this 12<sup>th</sup> day of JUNE, 2023

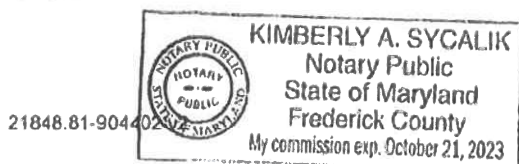
DRSFA, LLC

By: Paul J. Yeager  
Name: Paul Yeager, Vice President  
DRSFA, LLC

Sworn to and subscribed before me this  
12<sup>th</sup> day of JUNE, 2023

Kimberly A Sycalik  
NOTARY PUBLIC

Commission Expires: 10/21/2023  
SEAL





DRSFA, LLC  
3000 RDU Center Dr., Suite 202  
Morrisville, NC 27560  
(919) 747-4670

✓ ~~Not~~ Approved  
AS  
Submitted  
7/31/23

Tuesday, May 30, 2023

### DEVELOPER'S GUARANTY

Re : City of Raleigh, N.C.  
Sidney Creek Phase 2 – Sidney Creek Dr. Sta. 44+40.19 to Sta. 54+15.55,  
Channel Drop Loop Sta. 31+00.79 to Sta. 59+29.42, Hipwood Drive Sta. 9+85.00  
to Sta. 21+39.00, Brumitt Ct. and Iris Stream Ct.

DRSFA, LLC provides the following Statement of Warranty on the referenced project:  
Sidney Creek Ph 2.

DRSFA, LLC guarantees and warrants that all material and equipment furnished, and all work performed on the water system and sanitary sewer services installed in Phase 2 – Sidney Creek Dr., Channel Drop Loop, Hipwood Dr., Brumitt Ct. and Iris Stream Ct. conforms with the City of Raleigh's requirements, and that this warranty will remain in full force and effect for a period of one year from the date of the acceptance of the work.

DRSFA, LLC has executed this guarantee this 12<sup>th</sup> day of JUNE, 2023

Paul J. Yeager

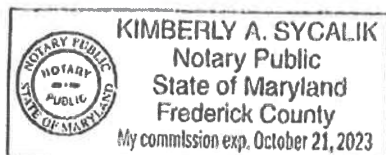
Paul Yeager, Vice President  
DRSFA, LLC

Sworn to and subscribed before me this  
12<sup>th</sup> day of JUNE, 2023

Kimberly A Sycalik  
NOTARY PUBLIC

Commission Expires: 10/21/2023

SEAL







August 25, 2023

Frederic Morin  
Dan Ryan Builders  
3000 RDU Center Drive, Ste 202  
Morrisville, NC 27560

*LCR*  
*APPROVED*  
*AS SUBMITTED*  
*9-14-23*

Reference: Summary of Interior Roadways  
Sidney Creek  
Zebulon, North Carolina  
TME Project No.: 210185C

Dear Mr. Morin:

TM Engineering Inc. has provided construction testing services for the interior roadways within Phases 1C, 1D, and 2 of the Sidney Creek project in Zebulon, North Carolina. These services included the observation of soil subgrades and aggregate base course.

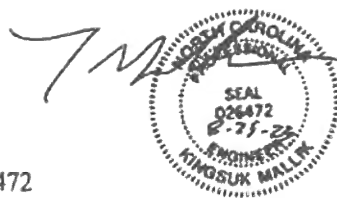
Subgrade conditions were evaluated by proofrolls and probing with a one-half inch diameter steel probe rod. The contractor conducted repairs necessary to provide adequate stability in identified areas to repair near surface issues which included extra stone and additional geogrid reinforcement in some areas. The aggregate base course was also evaluated by proofroll. Any minor movements identified by the proofroll were removed of surface stone and replaced with extra asphalt. Periodic stone density tests were performed on the aggregate base course which produced results of 99.3% to 100% compaction at the test locations. Stone depth was checked periodically at testing locations and found to have 8 inches of stone in place. Additionally, conditions observed by proofrolls or testing are representative of the conditions at the time and could be altered for many reasons such as weather or construction traffic. This letter provides a summary of observations documented in our field reports and is not a warranty. No performance guarantee shall be assumed.

TM Engineering appreciates the opportunity to have provided you with our services on this project. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc.

Toby Mallik, P.E.  
NC Registration No. 026472



David Truesdale  
Director of Construction



Table 1

## Asphalt Thickness And Density Measurements

Sidney Creek Phase 2

Geotechnologies Project No.: 1-21-0247-CA

Core #	Mix Type	Dry Weight	Weight In Water	SSD Weight	Volume	Specific Gravity	RICE	Percent Compaction	Thickness (in.)
1	RS 9.5C	2512.2	1421.4	2516.1	1094.7	2.295	2.438	94.1	2.75
2	RS 9.5C	2397.1	1338.2	2402.2	1064.0	2.253	2.438	92.4	2.75
3	RS 9.5C	1793.2	1000.6	1794.3	793.7	2.259	2.438	92.7	2.00
4	RS 9.5C	1918.7	1060.5	1920.5	860.0	2.231	2.438	91.5	2.125
5	RS 9.5C	1445.0	802.5	1446.4	643.9	2.244	2.438	92.0	1.625
6	RS 9.5C	1831.7	1000.7	1836.0	835.3	2.193	2.438	89.9	2.00
7	RS 9.5C	1237.6	670.6	1239.7	569.1	2.175	2.438	89.2	1.50
8	RS 9.5C	1682.1	953.4	1684.6	731.2	2.300	2.438	94.4	1.875
9	RS 9.5C	2132.9	1202.2	2135.6	933.4	2.285	2.438	93.7	2.25
10	RS 9.5C	1122.1	611.1	1123.2	512.1	2.191	2.438	89.9	1.25
11	RS 9.5C	2232.8	1212.6	2235.3	1022.7	2.183	2.438	89.6	2.50
12	RS 9.5C	1749.2	972.8	1751.3	778.5	2.247	2.438	92.2	1.875
13	RS 9.5C	1759.6	970.1	1762.1	792.0	2.222	2.438	91.1	2.125
Average RS 9.5B								91.7	2.05

Required Depth

2.5"  
2.5"  
2.0"  
2.0"  
2.0"  
2.0"  
2.0"  
2.5"  
2.5"  
2.0"  
2.0"  
2.0"

Note: The JMF used for this mix is 1-18-1332-271. The required average compaction for RS 9.5C is 92.0%

Note: Density Engagement w/ Add'l Cores.  
Depth can be Achieved at Final Overlay.

✓ Approved 11/13/23

See Bonded Repairs - \$84,407.28

\* Note - Extra Cores - within 10' - All

Cole 6+11 - Density Cores

Cole 7+10 - Density & Depth Cores

Take Extra / Additional Cores - Resubmitt.



# WORKSHEET FOR ROADWAY CORE SAMPLE DENSITY DETERMINATION & COMPARISON

MIN. % COMPACTION REQ.:

**PLANT LOCATION:**

\* QA /QC TECHNICIAN SIGNATURE

\* BY PROVIDING THIS DATA UNDER MY SIGNATURE AND /OR ECAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST RESULTS, IN ANY MANNER, HAS OCCURRED.



**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**DAILY CORE LOCATION & LOT SUMMARY**

PROJECT NO.: SIDNEY CREEK MAP /RT. NO.: \_\_\_\_\_ CONTRACTOR: BRYTE PLANT LOCATION: CARLETON LK

BASE TYPE: STONE  
LANE DESC: BASELINE;  
BASELINE;

TYPE MIX: RS95C  
JMF NO.: 18-1332-271  
PROJECT ENGINEER:

[illegible]

CONSTRUCTION TYPE:  
THE "NEW" CONSTRUCTION CATEGORY WILL BE DEFINED AS PAVEMENTS, EXCLUSIVE OF IRREGULAR AREAS MEETING ALL THREE OF THE FOLLOWING CRITERIA:

- 1.) PAVEMENT PLACED ON A NEW AGGREGATE OR SOIL BASE COMPACTED TO THE SPECIFIED DENSITY OR PAVEMENT PLACED ON A NEW ASPHALT MIX LAYER (EXCLUDING WEDGING AND LEVELING);
- 2.) PAVEMENT WHICH IS WITHIN A DESIGNATED TRAVEL LANE OF THE FINAL TRAFFIC PATTERN; AND
- 3.) PAVEMENT WHICH IS 4.0 FEET (1.2 METERS) OR WIDER.

AS AN EXCEPTION, WHEN THE FIRST LAYER OF MIX IS PLACED ON AN UNPREPARED AGGREGATE BASE AND IS 2.0 INCHES (50 MILLIMETERS) OR LESS IN THICKNESS THE LAYER WILL BE INCLUDED IN THE "OTHER" CONSTRUCTION" CATEGORY.

THE "OTHER" CONSTRUCTION CATEGORY WILL INCLUDE ALL PAVEMENT EXCEPT AS DESCRIBED ABOVE AND ALSO ALL S 4.75 A MIX TYPES.

**MEP**

**OTHER**

\* BY PROVIDING THIS DATA UNDER MY SIGNATURE AND/OR HECAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST RESULTS IN ANY MANNER HAS OCCURRED.

**NOTE: CONTRACTOR MUST BE NOTIFIED BY LETTER OF ANY PAY ADJUSTMENTS OR PAVEMENT REMOVAL.**

LOT FAILS	LOT PASSES
-----------	------------

DALE FREEMAN 50867 RD 1  
\* PRINT CERTIFIED QMS TECHNICIAN'S NAME WHICAMS#  
Val [Signature]  
\* CERTIFIED QMS TECHNICIAN'S SIGNATURE

DALE FREEMAN 225 50867  
\* PRINT QC PLANT TECHNICIAN'S NAME WHICAMS#  
Val [Signature]  
\* CERTIFIED QC PLANT TECHNICIAN'S SIGNATURE





Tuesday, May 30, 2023

Engineer's Certification Public Water

RE: Sidney Creek Phase 2

To Whom it may Concern:

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

**Sidney Creek Phase 2**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that by my inspection and the observation of the CORPUD Inspectors the constructed improvements and my review of the as-built survey data, I hereby certify that the (1) public improvements, (2) private improvements, and (3) public safety of the above referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved Construction Drawings, approved design documents, and/or any approved modifications, except as noted in red on the 'As-Builts' drawings. Furthermore, I certify that the red-noted do not adversely affect the required performance or public safety aspects of the improvements.

J. Andrew Stocks, PE  
Project Manager



✓  
Approved  
AS  
Submitted  
7/8/23

JAS/ProjectFolder/2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 00 Certifications and Bond Letters/Engineers Certification Water

J. Michael Stocks, PE  
Stocks Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksengineering.com](mailto:mstocks@stocksengineering.com)





Tuesday, May 30, 2023

**Engineer's Certification Public Sewer**

RE: Sidney Creek Phase 2

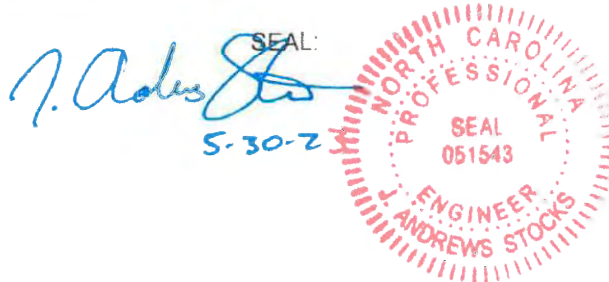
To Whom it may Concern:

I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

**Sidney Creek Phase 2**

For the **DRSFA, LLC**, hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that by my inspection and the observation of the CORPUD Inspectors the constructed improvements and my review of the as-built survey data, I hereby certify that the (1) public improvements, (2) private improvements, and (3) public safety of the above referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved Construction Drawings, approved design documents, and/or any approved modifications, except as noted in red on the 'As-Builts' drawings. Furthermore, I certify that the red-noted do not adversely affect the required performance or public safety aspects of the improvements.

J. Andrew Stocks, PE  
Project Manager



*Handwritten notes:*  
✓ ~~AS~~ APPROVED  
AS  
Submitted  
7/31/23

JAS/ProjectFolder/2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 2 Certifications and Bond Letters/Engineers Certification Sewer"

J. Michael Stocks, PE  
Stocks Engineering, PA (C-1874)  
801 East Washington Street  
PO Box 1108  
Nashville, NC 27856

252.459.8196 (voice)  
252.459.8197 (fax)  
252.903.6891 (mobile)  
[mstocks@stocksenineering.com](mailto:mstocks@stocksenineering.com)





✓ ~~Chris~~  
7/3/23  
Approved  
AS  
Submitted

March 29, 2022

Chris D. Ray  
Zebulon Public Works Director  
450 East Horton Street  
Zebulon, NC 27597

Re: Sidney Creek Materials Phase 2

Chris,

Please allow this letter to serve as confirmation that DRSFA did not purchase any materials for the Sidney Creek development. All materials were provided by the site contractor, Kenneth West, Inc.

Sincerely,

*Paul J. Yeager*

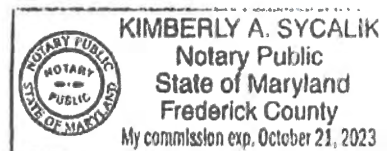
Paul Yeager  
Executive Vice President / CFO

State of Maryland County of MONTGOMERY This record was acknowledged before me on the  
30th of MARCH, 2022 by Paul Yeager.

*Kimberly A. Sycalik*

KIMBERLY A SYCALIK Notary Public

My Commission Expires 10/21/2023



[www.DANRYANBUILDERS.com](http://www.DANRYANBUILDERS.com)

RALEIGH DIVISION | 3000 RDU CENTER DRIVE, SUITE 202 | MORRISVILLE, NC 27560 | MAIN: 919.747.4970 | FAX: 919.747.4970



LIEN WAIVER AND RELEASE

*CH*  
*APPROVED*  
*2/3/25*

I, the undersigned, am a general contractor, subcontractor, materialman, or other person furnishing services or labor or materials pursuant to any and all contract(s) with DRSFA, LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by DRSFA, LLC, and described as follows:

**All work related to the installation of roadway and stormwater infrastructure located within Sidney Creek Phase 2 – Sidney Creek Dr. Sta. 44+40.19 to Sta. 54+15.55, Channel Drop Loop Sta. 31+00.79 to Sta. 59+29.42, Hipwood Drive Sta. 9+85.00 to Sta. 21+39.00, Brumitt Ct. and Iris Stream Ct. as shown on construction plans prepared by Stocks Engineering PA.**

In consideration of the sum of \$1.00 to me in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to me, and acknowledging that I have been fully paid under said contract(s) with respect to any work done on, or materials furnished to, the above described land and improvements and intending to be legally bound hereby, I do hereby waive, release and quit-claim all right that I may now or hereafter have to a lien upon the land and improvements above described; and I do further warrant that I have not and will not assert any claims for payment, and my right to perfect a lien against said property, and that I have the right to execute this waiver and release thereof.

I respectively warrant that all laborers employed by me upon the abovesaid premises have been fully paid and that none of such laborers have any claim, demand, or lien against said premises.

It is understood and agreed that my right to be hereby is for all services rendered, work done and material furnished heretofore by the owner in any and all capacities.

Witness the following signature and seal this 5 day of June, 2023.

Contractor/Subcontractor/Materialman

*Joel K. West* (Signature)  
Name: Joel K. West  
Title: President  
Company: Kenneth West, Inc

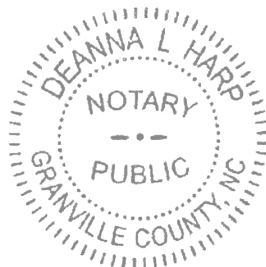
State of NC; County/City of Wake / Garner;

Subscribed and sworn to before me this 5 day of June, 2023.

*Deanna L. Harp*  
Notary Public

My Commission Expires: 3-3-26

Subdivision: Sidney Creek Ph 2



Page 1 of 1



*✓*  
*Approved*  
*AS*  
*Submitted*  
*7/31/23*

LIEN WAIVER AND RELEASE

I, the undersigned, am a general contractor, subcontractor, materialman, or other person furnishing services or labor or materials pursuant to any and all contract(s) with DRSFA, LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by DRSFA, LLC, and described as follows:

**All work related to the installation of public water and public sewer infrastructure located within Sidney Creek Phase 2 – Sidney Creek Dr. Sta. 44+40.19 to Sta. 54+15.55, Channel Drop Loop Sta. 31+00.79 to Sta. 59+29.42, Hipwood Drive Sta. 9+85.00 to Sta. 21+39.00, Brumitt Ct. and Iris Stream Ct. as shown on construction plans prepared by Stocks Engineering PA.**

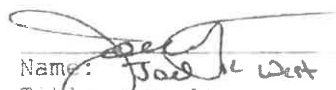
In consideration of the sum of \$1.00 to me in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to me, and acknowledging that I have been fully paid under said contract(s) with respect to any work done on, or materials furnished to, the above described land and improvements and intending to be legally bound hereby, I do hereby waive, release and quitclaim all right that I may now or hereafter have to a lien upon the land and improvements above described and I do further warrant that I have not and will not assign any claim for payment, but my right to perfect a lien against said property, and that I have the right to execute this waiver and release thereof.

I respectfully warrant that all laborers employed by me upon the aforesaid premises have been fully paid and that none of said laborers have any claim, demand, or lien against said premises.

It is understood and agreed that my signature hereto is for all services rendered, work done and material furnished heretofore by the signed on and all operations.

Witness the following signature and seal this 5 day of June, 2023.

Contractor/Subcontractor/Materialman

 (Signature)  
Name: Todd West  
Title: President  
Company: Kenneth West, Inc.

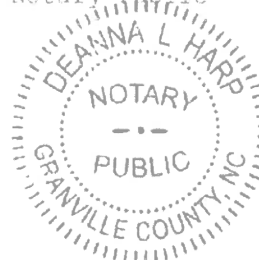
State of NC; County/City of Wake / Garner;

Subscribed and sworn to before me this 5 day of June, 2023.

  
Notary Public

My Commission Expires: 3.3.26

Subdivision: Sidney Creek Ph 2



Page 1 of 1





## Notification of Conditional Acceptance

of Water and Wastewater Infrastructure in Raleigh Water Merger Communities  
(Garner, Knightdale, Rolesville, Wake Forest, Wendell, Zebulon)

Project Name: SIDNEY CREEK

Project Phase: PHASE 2

Permit Number(s): W - 3820 R - 14

S - 4874

The City of Raleigh Water Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets Raleigh Water specifications and the infrastructure is available for use. This preliminary acceptance is conditional on a final review of digital as-built data, project records and other submitted documentation. Formal notification of acceptance is pending and will be provided on successful completion of the conditional review.

Inspector Name: MICHAEL R. FOWLER , SR.

Date: 11 / 09 / 2023

**Comments:**

FINAL / SIGNED ACCEPTANCE LETTER WILL FOLLOW.

**Notes on Project Phasing:** Acceptance occurs after water and sewer infrastructure in an approved phase is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance. Acceptance boundaries are defined by the limits identified in the Raleigh Water approved utility phasing plan(s). Acceptance of unapproved sub-phases and/or partially complete phases will not be considered. Additional information can be found in the Raleigh Water Handbook at [www.raleighnc.gov](http://www.raleighnc.gov).





# INVOICE

Invoice: N4980915501  
Invoice Date: 6/23/2023  
Page: 1 of 1

Email sent to customer on 06/23/2023

Bill to: DRB  
3000 RDU CENTER DRIVE STE 202  
FREDERIC MORIN  
MORRISVILLE NC 27560

Customer ID: 000283426  
PO / Contract No:  
Payment Terms: Net 30  
Due Date: 7/23/2023  
Amount Due: \$25,444.60

Invoice for work or services performed at: STREET LIGHTS ZEBULON NC  
SYDNEY CREEK

For questions about your invoice, please contact Brandon Washington at 919/557-2625

Line	Date of Charge	Description	Net Amount
1	06/22/2023	UL UG for Lighting UPFRONT UNDERGROUND FEE (41 POLES)	\$23,780.00
2	06/22/2023	NC STATE SALES TAX	\$1,664.60
Amount Due:			\$25,444.60

*APPROVED*  
*AS SUBMITTED*  
*7/31/23*

DAN RYAN BUILDERS  
NORTH CAROLINA LLC  
2099 GAITHER RD STE 600  
ROCKVILLE, MD 20850  
THE RALEIGH PERMIT ACCOUNT

7709  
13-31/420

DATE 7-6-23

PAY TO THE ORDER OF Duke Energy Progress  
Twenty five thousand four hundred forty four and 60/100  
DOLLARS

FIFTH THIRD BANK  
FOR G-2600-5100-11050~DRSFA  
1915-5247-92-9388  
02-970

*RL/SJ*

use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

## Payment Coupon

Please make check payable to:

Duke Energy Progress  
PO Box 602874  
Charlotte NC 28260-2874

ACH Instructions:

Wells Fargo - Progress  
121000248  
Duke Energy Progress  
002062660000020

Invoice Number:

N4980915501

Corporation Code

50126

Please Pay By:

7/23/2023

Customer ID:

000283426

Total Amount Due:

\$25,444.60

Fed Tax ID # 56-2155481

DRB  
3000 RDU CENTER DRIVE STE 202  
FREDERIC MORIN  
MORRISVILLE NC 27560

Amount Enclosed



1814343938303931353530310000400025444604





**Town of Zebulon**  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

**INVOICE #**

**24-00027**

YOU CAN PAY ONLINE BY CREDIT/DEBIT/ACH:  
WWW.EDMUNDSGOVPAY.COM/ZEBULON  
YOU WILL NEED YOUR ACCOUNT ID AND PIN

ACCOUNT ID: STOCKS PIN: 089360  
INVOICE DATE: 09/11/23  
DUE DATE: 09/15/23

Stocks Engineering, P.A.  
PO Box 1108  
nashville, NC 27856

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Sidney Creek Phase 2		
5342.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Sidney Creek Phase 2	2.950000	15,758.90
4365.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Sidney Creek Phase 2	1.200000	5,238.00
4365.0000/LF	STORMMAP	STORMWATER MAPPING FEES Sidney Creek Phase 2	1.750000	7,638.75
10570.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Sidney Creek Phase 2	1.200000	12,684.00
112.0000	RECIMPSF	RECREATION IMPACT FEE - SINGLE Sidney Creek Phase 2	3,000.000000	336,000.00
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Sidney Creek Phase 2	300.000000	300.00
112.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Sidney Creek Phase 2	10.000000	1,120.00
114.2400	TRANSPOR	Transportation Impact Fee	1,177.000000	134,460.48
			<b>TOTAL DUE:</b>	<b>\$ 513,200.13</b>
			<b>On Payment: 10/18/23 CK DRSFA-000856</b>	<b>-513,200.13</b>
			<b>BALANCE:</b>	<b>\$ 0.00</b>

**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

Town of Zebulon  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

INVOICE #: 24-00027  
DESCRIPTION: Sidney Creek Phase 2  
ACCOUNT ID: STOCKS PIN: 089360  
DUE DATE: 09/15/23  
TOTAL DUE: \$ 0.00

Stocks Engineering, P.A.  
PO Box 1108  
nashville, NC 27856









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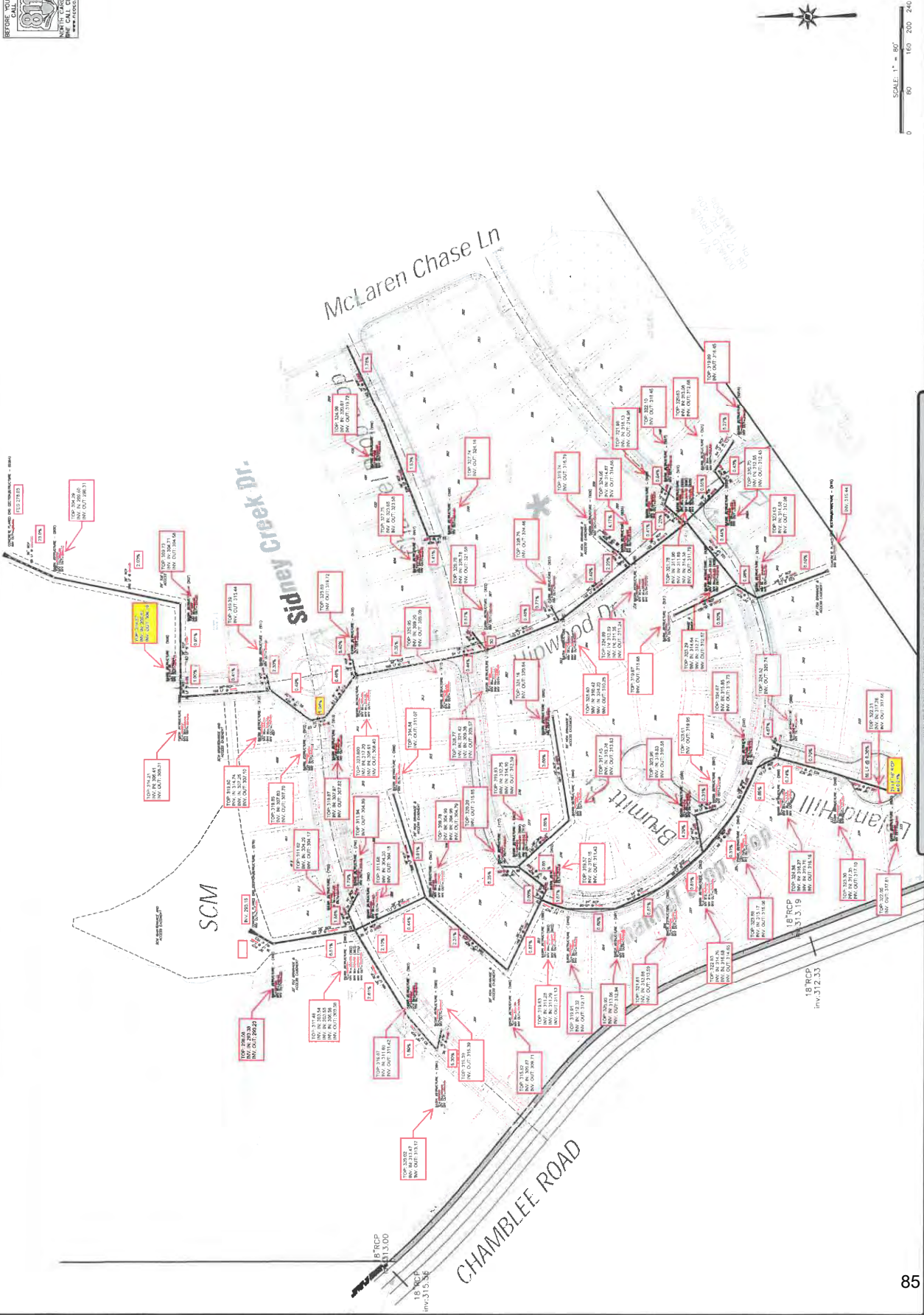




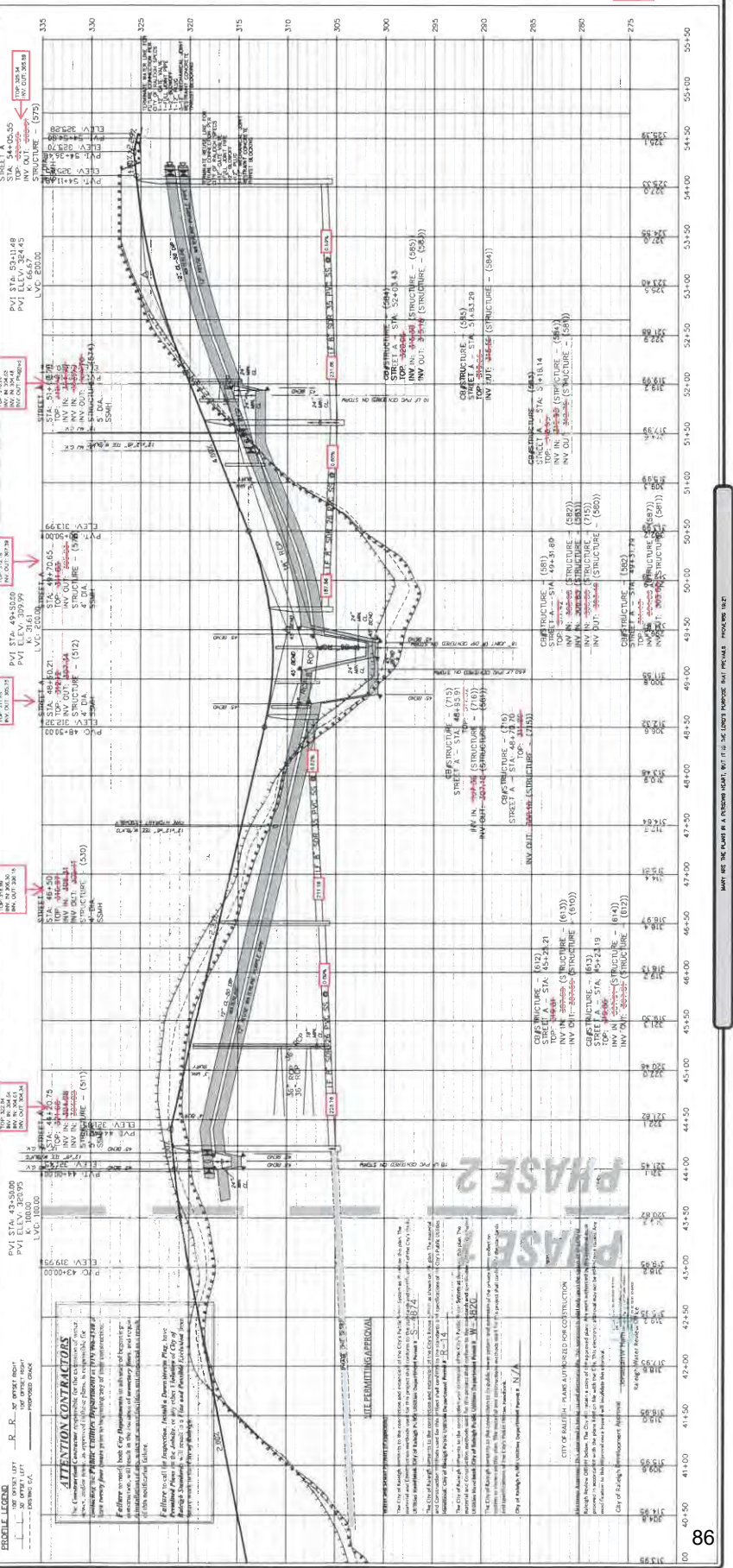


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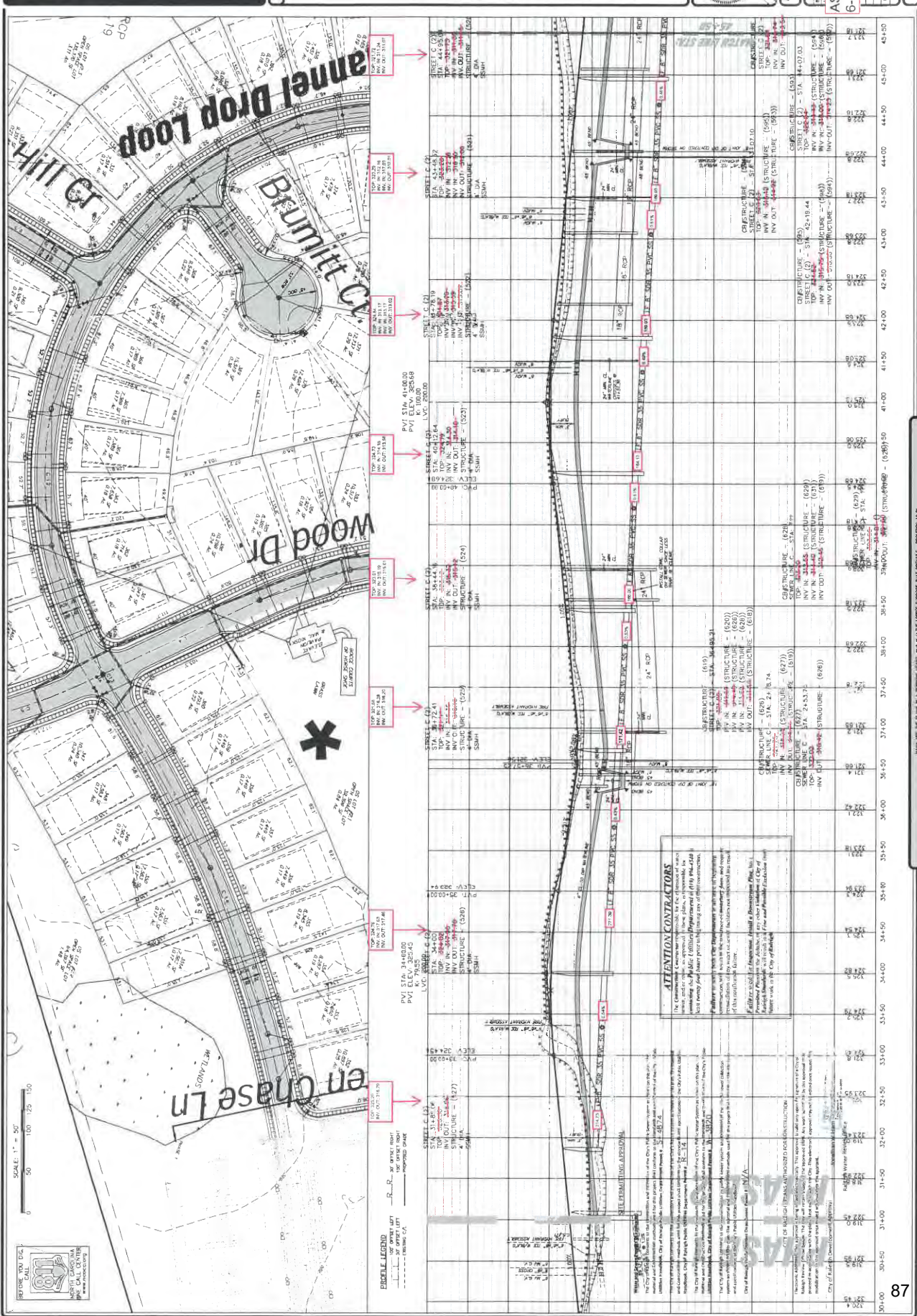






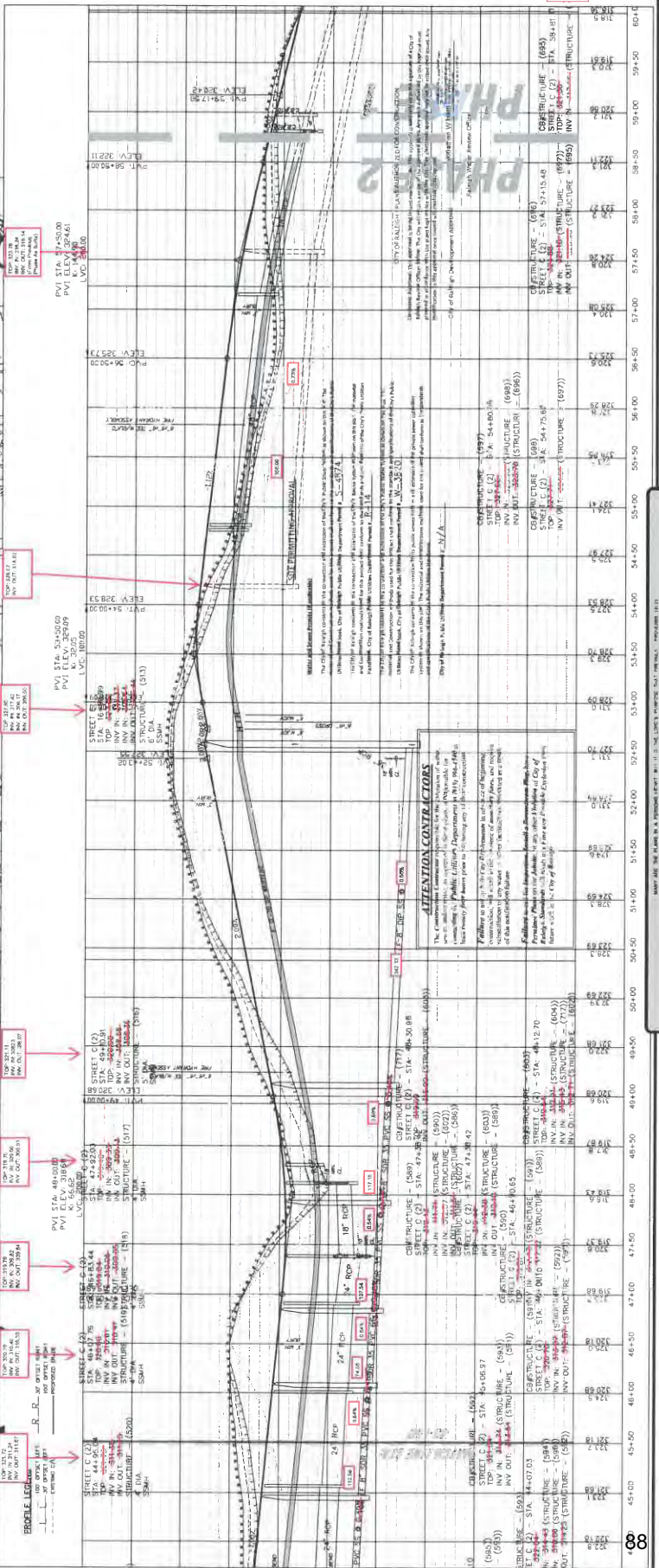
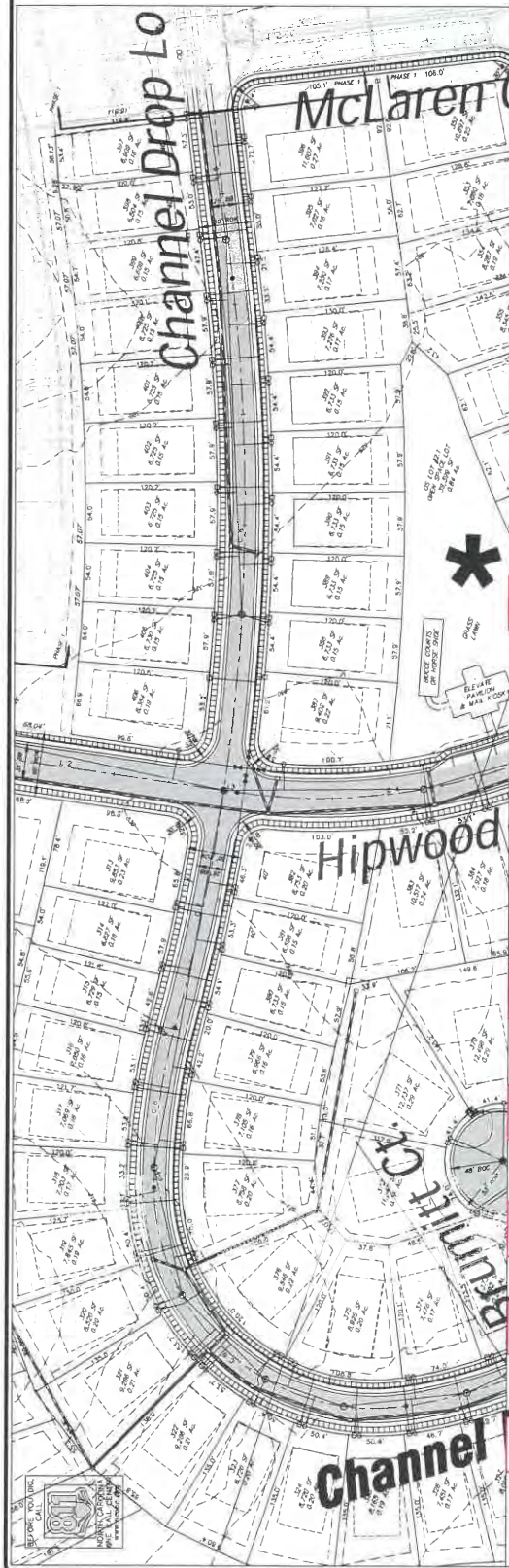




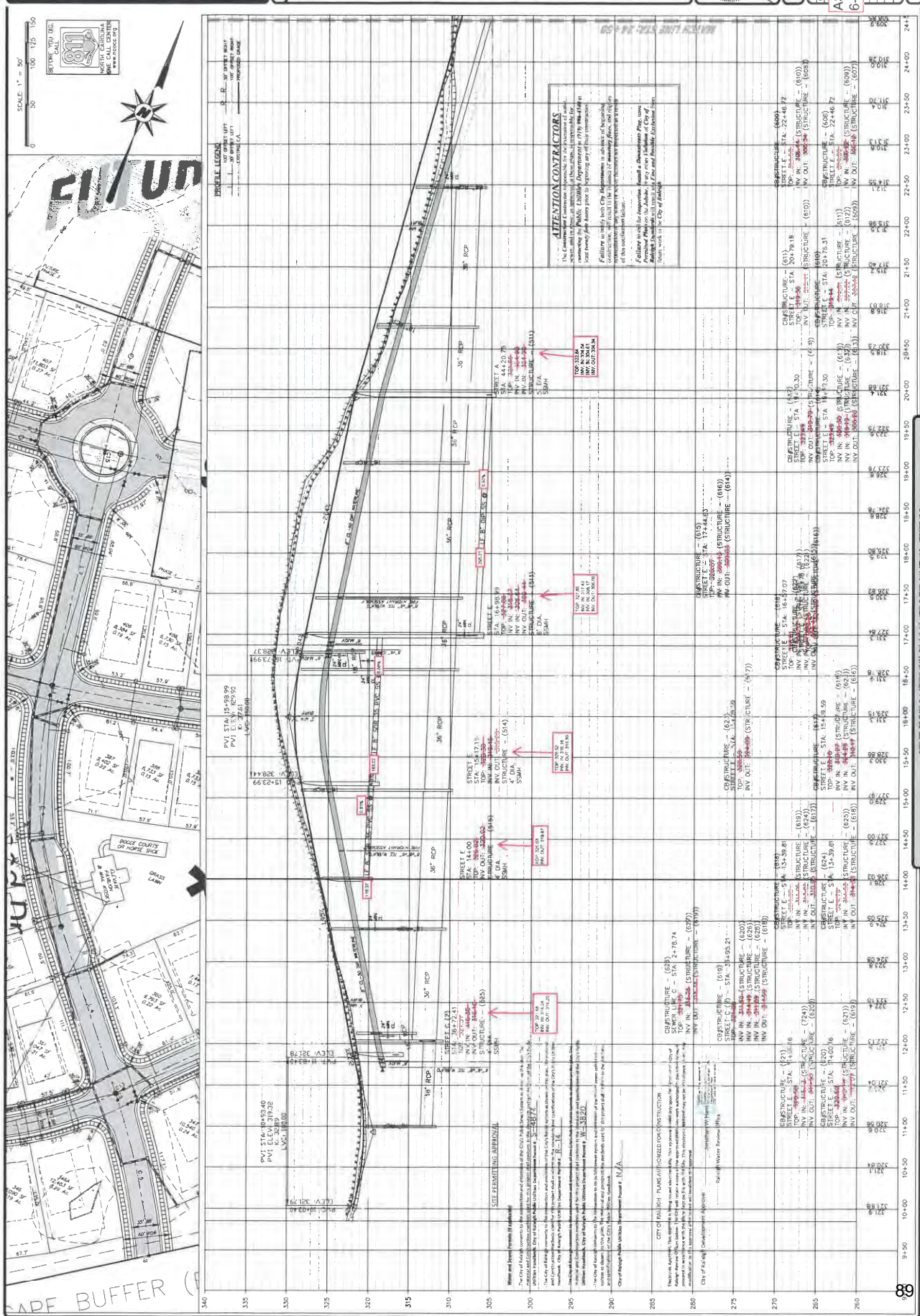




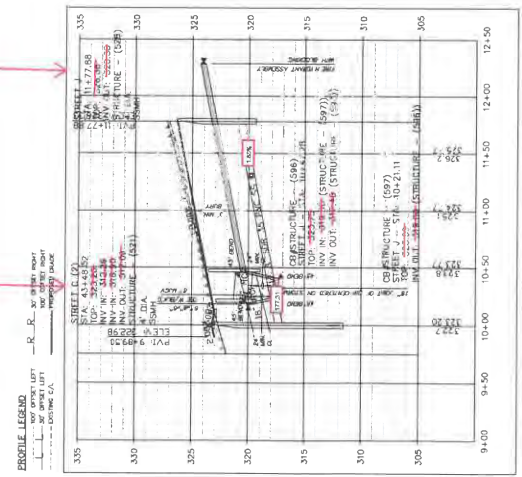
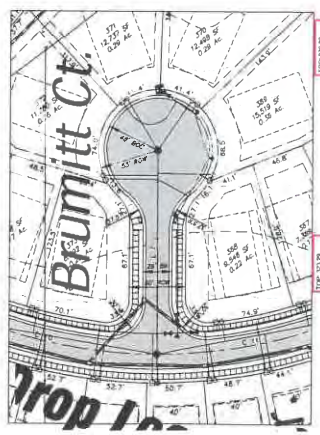
**SIDNEY CREEK, DAN RYAN BUILDERS  
 ZEBULON, NORTH CAROLINA**











### ATTENTION CONTRACTORS

The *Construction Contract* responsible for the extension of water, sewer, and/or water gas, is approved in these plans, is expected for submitting the *Public Utility Department* at 914-94-1444 in that *new* *year* *prior* *to* *beginning* *any* *of* *their* *constructions*.

*Failure* *to* *meet* *the* *City* *Department* *in* *advance* *of* *beginning* *construction*, *will* *result* *in* *the* *violation* *of* *sanitary* *laws*, *and* *require* *reimbursement* *of* *any* *water* *or* *sewer* *facilities* *not* *inspected* *as* *a* *result* *of* *this* *non-compliance* *failure*.

*Failure* *to* *be* *in* *inspection*, *inside* *a* *sanitary* *law*, *have* *been* *found* *in* *violation* *of* *sanitary* *laws*, *and* *require* *reimbursement* *of* *any* *water* *or* *sewer* *facilities* *not* *inspected* *as* *a* *result* *of* *this* *non-compliance* *failure*.

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[illegible]

**CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION**

**Electronic Approval:** This approval is being issued electronically. This approval is valid upon the signature of a City of Raleigh Planning Office below. The City will retain a copy of the approved plans. Any work authorized by this approval must proceed in accordance with the plans posted on the City of Raleigh website. This electronic approval may not be altered once issued. Any modification to this approval must be filed with the Planning Department.

**City of Raleigh Development Approval**

**Jonathan W. Hester**  
City Manager  
Raleigh, North Carolina



**RESOLUTION 2024-13**  
**ACCEPTING ROADWAY, AND STORM DRAINAGE**  
**INFRASTRUCTURE FOR SIDNEY CREEK PHASE 2**

**WHEREAS**, DRSFA, LLC the developers of Sidney Creek Phase 2 requests the Town of Zebulon assume ownership and maintenance of the roadway and storm drainage infrastructure within the public right-of-way or dedicated easements of Sidney Creek Phase 2 consisting of 4,365 linear feet (LF) of drainage infrastructure, and 5,342 LF of roadway:

- 975' LF Sidney Creek Drive
- 2798' LF Channel Drop Loop
- 1154' LF Hipwood Drive
- 178' Brumitt Court
- 237' Iris Stream Court

**WHEREAS**, the Town of Zebulon has inspected said infrastructure; and

**WHEREAS**, DRSDFA, LLC has completed all punch list tasks; and

**WHEREAS**, the Town of Zebulon has received all required documentation needed for Dedication and Warranty; and

**WHEREAS**, the Town of Zebulon has received a Subdivision Bond from Liberty Mutual Surety Group for completion of final asphalt roadway overlay, five-foot sidewalk, SCM conversion, pocket amenity, mail kiosks, access ramps, signage, striping, and concrete repair; and

**WHEREAS**, the Town of Zebulon may accept an offer of dedication of streets, sidewalks, curb and gutter, and storm drainage by resolution of the Board of Commissioners per the Town of Zebulon Uniform Development Ordinance section 6.10.4.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of Zebulon accepts dedication of the roadway, and storm drainage.

Adopted this 4th day of December 2023.

\_\_\_\_\_  
Glenn L. York – Mayor


SEAL

\_\_\_\_\_  
Lisa M. Markland, CMC - Town Clerk



STAFF REPORT  
RESOLUTION 2024-14  
BARRINGTON PHASE 2-G  
ROADWAY AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Topic: Resolution 2024-14– Barrington Phase 2-G Infrastructure Acceptance**

Speaker: Chris D. Ray, Public Works Director (if pulled from Consent)  
From: Chris D. Ray, Public Works Director  
Prepared by: Chris D. Ray, Public Works Director  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider accepting the roadway and storm drainage constructed in Barrington Phase 2-G for ownership and maintenance by the Town.

**Background:**

The Town of Zebulon follows a practice where the Board considers acceptance (i.e., ownership and maintenance) of roadway and storm drain infrastructure installed in new subdivisions. In advance of this consideration, staff determines whether the infrastructure complies and meets the conditions of permits and Town standards.

DFC Barrington, LLC has installed roadway and stormwater infrastructure in Barrington Phase 2-G (a phase with 28 single family lots within a total of 837 lots for all phases). Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements, and the City of Raleigh Utility Standards.

**Discussion:**

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage for ownership and maintenance if the dedicated work is consistent with the UDO and complies with the latest version of Town standards.

**Policy Analysis:**

The infrastructure was installed per Special Use Permit 2017-01, complies with the latest version of the “Town of Zebulon Street & Storm Drainage Standards and Specifications”, and is consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways.

**Fiscal Analysis:**

Infrastructure Amount and Value

Barrington will dedicate three (3) streets totaling 1704' (~.32 miles) and 1370' (~.26 miles) of storm drainage valued at \$252,887.51. The Town maintains approximately 40 street miles and 31 storm drain miles.

Maintenance Cost and Revenue

The Town budgets repaving approximately 2 miles of streets annually, currently estimated at \$400,000, to maintain the 20-year life of this asset. The acceptance of Barrington 2-G increases the street network by less than 1%. The Town supports the cost of street maintenance through Gas Taxes (“Powell Bill”) and Vehicle Tag Fees.



STAFF REPORT  
RESOLUTION 2024-14  
BARRINGTON PHASE 2-G  
ROADWAY AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

Beyond staff's annual inspection and maintenance responsibilities, the Town budgets cleaning approximately 10% (3.1-miles) of storm-drains annually, currently estimated at \$40,000, to satisfy a "Pollution Prevention and Good Housekeeping" objective of their National Pollutant Discharge Elimination System permit (# NCS000557) through the NC Department of Environmental Quality. The acceptance of Barrington 2-G increases the storm drain network by less than 1%. There are no dedicated revenue sources to support stormwater maintenance (0.7¢ on the property tax rate is dedicated toward stormwater capital improvements). Implementing a stormwater fee is a method to capture direct revenue to support these operational costs.

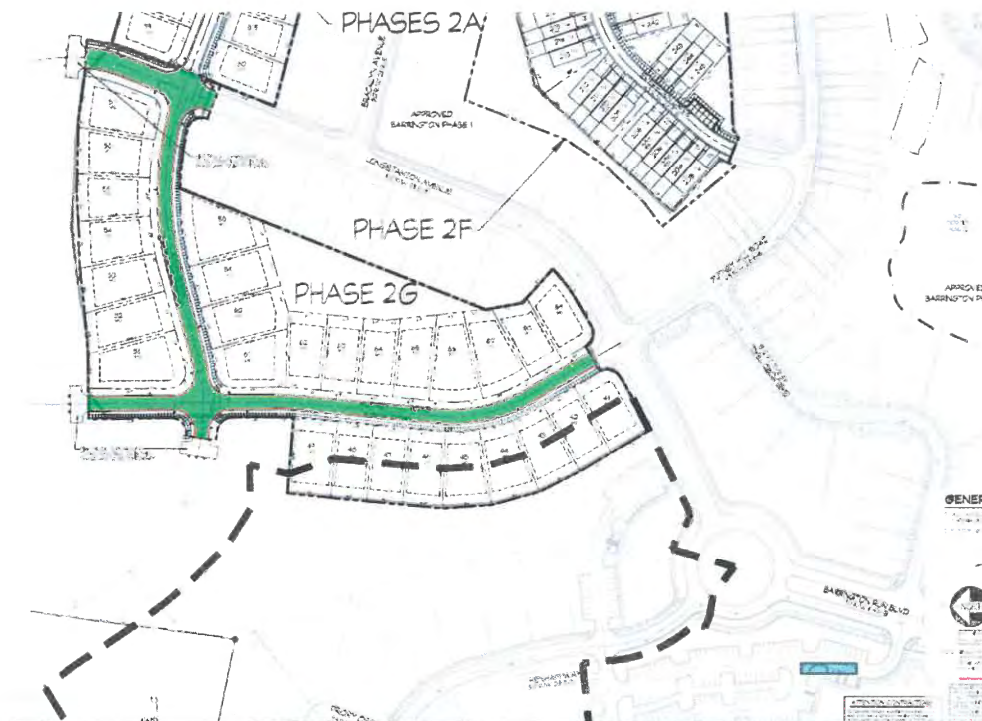
Warranty and Insurance

The Town received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to the final asphalt overlay by the developer.

The Town received a Subdivision Bond totaling \$271,738.98 to ensure final completion of outstanding items (e.g., final asphalt overlay, landscaping) intentionally delayed to minimize the damage that can occur as individual lots are constructed. The bond automatically renews until all items have been completed. All inspection and development fees of \$135,341.42 were collected from the developer.

**Staff Recommendation:**

Staff recommends approval of Resolution 2024-14 to accept Barrington 2G roadway and storm drainage infrastructure, warranty, and site improvements bond.





STAFF REPORT  
RESOLUTION 2024-14  
BARRINGTON PHASE 2-G  
ROADWAY AND STORM DRAINAGE ACCEPTANCE  
DECEMBER 4, 2023

**Attachments:**

1. Closeout Documents
  - Engineer Certification of roadway lengths and infrastructure values
  - Engineer Certification for Roadways and Stormwater
  - Engineering Estimate for Letter of Credit/Bond
  - Subdivision Bond – Hartford Fire Insurance
  - Developer warranty/guaranty– Stormwater/Roadway
  - Developer warranty/guaranty – water and sewer
  - Third party engineering reports for sub-grade, stone, and asphalt
  - Engineering certification – Water and sewer
  - Developer – Release of Lien
  - Contractor – Release of Lien
  - Notice of conditional acceptance – City of Raleigh
  - Proof of payment for streetlights
  - Proof of payment for Town Inspections and fees
2. As-Built Drawings
3. Resolution 2024-14



# PRIEST, CRAVEN, & ASSOCIATES, INC.

## LAND USE CONSULTANTS

August 31, 2023

Mr. Chris Ray, Director  
Town of Zebulon Public Works Department  
450 East Horton Street  
Zebulon, NC 27597

Engineer's Final Certification of Roadway Lengths  
Barrington Subdivision 2 Tract G

I, Tomas F. Craven, as a duly registered Professional Engineer in the state of North Carolina,  
Certify that Barrington Subdivision 2, construction Tract G includes a total of 1,694  
linear feet of public streets according to the following breakdown per street.

No.	Street Name	Classification	Public	Length	Right of Way Width
1	Longstanton Avenue	Local Street	Yes	225LF	60'
2	Putney Hill Road	Local Street	Yes	862LF	50'
3	Spellbrook Road	Local Street	Yes	617LF	50'

1704

This certification is issued based upon the approved construction drawings, construction staking  
and as built surveys provided by this office.

*Thomas F Craven*

Thomas F. Craven, PE  
Priest, Craven & Associates, Inc.



PLANNERS / LANDSCAPE DESIGNERS / ENGINEERS / SURVEYORS

3803-B Computer Drive, Suite 104, Raleigh NC 27609, Phone: (919) 781-0300 Fax (919) 782-1288

G:\Projects\2015-007 001 BARRINGTON\As-Built\Phases 2G ASB Engineer Certification Street Width G 83123.docx

*LEOK  
APPROVED AS SUBMITTED  
10/10/23*



# PRIEST, CRAVEN, & ASSOCIATES, INC.

## LAND USE CONSULTANTS

October 18, 2023

File : Cost Estimate

### DEDICATED INFRASTRUCTURE COST ESTIMATE

#### PROJECT:

Barrington Subdivision Phases 2 G - 28 Lots  
Zebulon, North Carolina

#### ENGINEERS:

Priest, Craven & Associates, Incorporated  
3803 B Computer Drive, Suite 104  
Raleigh, North Carolina 27609

#### OWNER:

DFC Barrington, LLC  
13000 Sawgrass Village Circle Building 5, Suite 24  
Ponte Vedra Beach, FL 32082

On behalf of DFC Barrington, LLC, an engineer's opinion of cost is herein provided for the total cost of the site improvements for Barrington Phase 2G, that is to be dedicated to the Town of Zebulon. Quantities were taken from construction drawings produced by Priest Craven and Associates, Inc. Pricing was furnished by the Contractor.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
DIVISION I - STREET PAVING AND CURB AND GUTTER				
1	CABC Stone under Asphalt (8")	4358 SF	\$11.95	\$52,078.10
2	CABC Stone under Curb (8")	3069 LF	\$2.10	\$6,444.90
3	30" Concrete Curb and Gutter	3069 LF	\$14.32	\$43,948.08
4	First Lift of Asphalt Local Street	4358 SY	\$11.30	\$49,245.40
DIVISION II - SEDIMENTATION AND EROSION CONTROL				
1	No Bond Item	1 LS	\$0.00	\$
DIVISION III - CLEARING, GRUBBING AND EARTHWORK FOR STREETS				
1	No Bond Item	1 LS	\$0.00	\$
DIVISION IV - WATER MAINS AND SERVICES				
1	No Bond Item	1 LS	\$0.00	\$
DIVISION V - SEWER MAINS AND SERVICES				
1	No Bond Item	1 LS	\$0.00	\$
DIVISION VI - STORM DRAINAGE (PUBLIC ONLY)				
1	15" RCP	549 LF	\$32.50	\$17,842.50
2	18" RCP	176 LF	\$43.40	\$7,638.40
3	24" RCP	330 LF	\$51.50	\$16,995.00
4	30" RCP	252 LF	\$59.25	\$14,931.00
5	Drainage Structures (21)	1 LS	\$30,757.78	\$30,757.78
6	Inlet Castings Standard and Valley	21 EA	\$619.35	\$13,006.35
DIVISION I TOTAL				\$151,716.48
DIVISION II TOTAL				\$0.00
DIVISION III TOTAL				\$0.00
DIVISION IV TOTAL				\$0.00
DIVISION V TOTAL				\$0.00
DIVISION VI TOTAL				\$101,171.03
TOTAL DIVISION I - VI				\$252,887.51

Thomas F. Craven

Thomas F. Craven, P.E. Registration Number 10956  
Priest, Craven & Associates, Inc.



PLANNERS / LANDSCAPE DESIGNERS / ENGINEERS / SURVEYORS

3803-B Computer Drive, Suite 104, Raleigh NC 27609, Phone: (919) 781-0300 Fax (919) 782-1288



# PRIEST, CRAVEN, & ASSOCIATES, INC.

LAND USE CONSULTANTS

August 31, 2023

Chris Ray  
Zebulon Publics Works Director  
450 East Horton Street  
Zebulon, NC 27597

✓ *AT*  
APPROVED  
AS SUBMITTED  
10/16/23

**Re: Installed per Plans Statement Barrington Subdivision Phase 2  
Section G for Storm Drainage.**

Mr. Ray,

## Engineer Certification Statement

I, Thomas F. Craven as a duly registered professional in the state of North Carolina, having been authorized to observe periodically, the construction of the project, Barrington Subdivision, Phase 2 Section G, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that by our inspection of the constructed improvements and our review of the as built survey data hereby certify that referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved construction drawings, approved design documents, and / or any approved modifications, except as noted as "strike throughs" on the "as built" drawings.

Name:

*Thomas F Craven*

Date:

*8/31/23*

Seal:

Thomas F. Craven, P.E. Registration Number 10956  
Priest, Craven & Associates, Inc.



PLANNERS / LANDSCAPE DESIGNERS / ENGINEERS / SURVEYORS

3803-B Computer Drive, Suite 104, Raleigh NC 27609, Phone: (919) 781-0300 Fax (919) 782-1288



# PRIEST, CRAVEN, & ASSOCIATES, INC.

## LAND USE CONSULTANTS

September 6, 2023

File : Phase 2G Cost Estimate

### COST ESTIMATE FOR BOND

#### PROJECT:

Barrington Subdivision Phases 2 G  
Zebulon, North Carolina

#### ENGINEERS:

Priest, Craven & Associates, Incorporated  
3803 B Computer Drive, Suite 104  
Raleigh, North Carolina 27609

#### OWNER:

DFC Barrington, LLC  
13000 Sawgrass Village Circle Building 5, Suite 24  
Pointe Vedra Beach, FL 32082

To Whom It May Concern,

The following is a cost opinion of the work and material required to complete the installation of sidewalks, 1" asphalt overlay and common area landscaping within the above-mentioned project. The unit prices are based on the costs furnished by the contractor.

Stormwater Management Pond 6.1 conversion, Landscaping and chainlink fence quantities will be divided equally between future Phase 4A.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>DIVISION I - PAVING AND CONCRETE</b>				
1	5' Concrete Sidewalk	6715 SF	\$4.86	\$32,634.90
2	1" (-2) Asphalt Overlay	4237 SY	\$5.99	\$25,319.73
3	Manhole Adjustments	8 EA	\$450.00	\$3,600.00
4	Water valve Adjustments	12 EA	\$330.00	\$3,960.00
5	Handicap Ramps	4 EA	\$1,558.75	\$6,235.00
6	Stripping	1 LS	\$1,800.00	\$1,800.00
<b>DIVISION II - Landscaping</b>				
1	Street Trees	28 EA	\$375.00	\$10,500.00
<b>DIVISION III - Stormwater Management and Erosion Control</b>				
1	Seeding and Monthly Maintenance	0.40 AC	\$1,675.00	\$670.00
2	Silt Fencing Removal	1851 LF	\$2.75	\$5,090.25
3	Stormwater Management Pond Conversion	1 LS	\$64,400.00	\$64,400.00
4	Stormwater Management Pond Landscaping	441 Each	\$4.00	\$1,764.00
5	4' Chain Link Fence	425 LF	\$12.00	\$5,100.00
<b>DIVISION IV - Miscellaneous</b>				
1	Geotechnical Allowance at SCM	1 LS	\$1,250.00	\$1,250.00
2	Construction Inspection	14 DAY	\$920.00	\$12,880.00
3	Construction Staking at SCM	1 LS	\$1,250.00	\$1,250.00
<b>DIVISION I TOTAL</b>				\$73,549.63
<b>DIVISION II TOTAL</b>				\$10,500.00
<b>DIVISION III TOTAL</b>				\$77,024.25
<b>DIVISION IV TOTAL</b>				\$15,380.00
<b>TOTAL DIVISION I - IV</b>				\$176,453.88
CONSTRUCTION CPI @ 10%			X	\$17,645.39
DESIGN / CONSTRUCTION ADM @ 20%			X	\$35,290.78
CONTINGENCY @ 10 %			X	\$17,645.39
<b>SUB TOTAL</b>				\$247,035.43
110% Multiplier			X	110
<b>ESTIMATED BOND AMOUNT</b>				\$271,738.98

Thomas F Craven, PE  
Priest Craven and Associates, Inc.

PLANNERS / LANDSCAPE DESIGNERS / ENGINEERS / SURVEYORS

3803-B Computer Drive, Suite 104, Raleigh NC 27609, Phone: (919) 781-0300 Fax (919) 782-1288

98



DUPLICATE ORIGINAL

SUBDIVISION BOND

Bond No.: 83BSBJB3941

Principal Amount: \$271,738.98

KNOW ALL MEN BY THESE PRESENTS, that we  
DFC Barrington, LLC  
13000 Sawgrass Village Circle, Ponte Vedra Beach, FL 32082  
as Principal, and  
Hartford Fire Insurance Company  
One Hartford Plaza, Hartford, CT 06155 a CT  
Corporation, as Surety, are held and firmly bound unto  
Town of Zebulon  
100 North Arendell Avenue, Zebulon, NC 27597  
as Obligee, in the penal sum of  
Two Hundred Seventy One Thousand Seven Hundred Thirty Eight and 98/100  
(Dollars) (\$ 271,738.98), lawful money of the  
United States of America, for the payment of which well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, DFC Barrington, LLC has agreed to construct in Barrington PH2C  
Subdivision, in Town of Zebulon, NC the following  
improvements:

Paving, Concrete, Landscaping, Stormwater Management and Erosion Control and Miscellaneous

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall construct, or have constructed, the improvements herein described, and shall save the  
Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then  
this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety,  
upon receipt of a resolution of the Obligee indicating that the improvements have not been installed  
or completed, will complete the improvements or pay to the Obligee such amount up to the  
Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public  
improvements are completed.

Signed, sealed and dated, this 17th day of October, 2023

DFC Barrington, LLC

Principal

By: 

Hartford Fire Insurance Company

Surety

By: 

James I. Moore Attorney-in-Fact



STATE OF ILLINOIS

COUNTY OF DUPAGE}

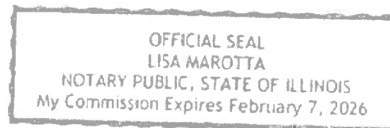
On October 17, 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Hartford Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275

  
Lisa Marotta, Notary Public





# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[BondClaims@thehartford.com](mailto:BondClaims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED

Agency Code: 83-550208

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint up to the amount of Unlimited:

Kelly A. Gardner, Stephen T. Kazmer, Elaine Marcus, Jennifer J. McComb, James I. Moore, Dawn L. Morgan, Sinem Nava, Tariese M. Pisciotto, Diane M. Rubright, Alexandra Sartori, Melissa Schmidt of DOWNERS GROVE, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

} ss.

Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority



CERTIFICATE

*Kathleen I. Maynard*

Kathleen I. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 17, 2023

Signed and sealed at the City of Hartford.



*Kevin Heckman*  
Kevin Heckman, Assistant Vice President



**DFC Barrington LLC**

14701 Phillips Hwy

Jacksonville, FL 32256

*Let  
Approved  
As Submitted  
10/10/23*

**DEVELOPERS GUARANTY**


RE: Barrington Phases 2 Section G Street and Stormwater Infrastructure One Year Warranty

Dear Mr. Ray,

DFC Barrington LLC guarantees and warrants that all roadways and storm sewer infrastructure installed within Barrington PH2 Section G Subdivision conforms with the Town of Zebulon requirements, and that this warranty remain in full force and effect for a period of one (1) year from the date of the acceptance of work. DFC Barrington LLC hereby agrees to indemnify, defend, and hold harmless the Town from and against all costs, loss, and damages, including attorney fees, arising from the failure of the Work to conform to the Town's standards.

We understand the One Year Warranty shall begin on the date of the issuance of the Letter of Acceptance. These improvements were installed per the approved construction drawings for Phases 2 Section G of the Barrington Subdivision and inspected by the Town of Zebulon.

Witness the following signature and seal this 31 day of August, 2023.

 (Signature)

Name: Jonathan Massey

Title: Land Development Manager

Company: Dream Finders Homes -- POA for DFC Barrington, LLC

State of NC; County/City of Wake;

Subscribed and sworn to before me this 31 day of August, 2023

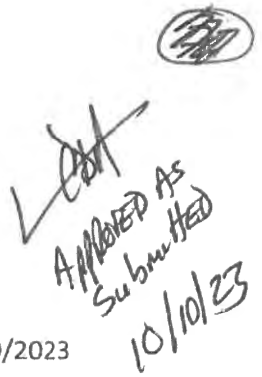
My Commission Expires: 16 March 2024





## DFC Barrington LLC

6/30/2023

A handwritten signature is written over a circular stamp. The stamp contains the text "APPROVED AS Submitted" and the date "10/10/23".

Mr. Michael Derby  
City of Raleigh  
Public Utilities Inspections Division  
3324 Lake Woodard Drive  
Raleigh, NC 27604

RE: Barrington Phase 2G Water and Sewer Improvements

One Year Warranty

Dear Mr. Derby,

On behalf of DFC Barrington LLC, as Power of Attorney, we hereby grant the City of Raleigh a one (1) year warranty on all water and sewer improvements located within Phase 2G of the Barrington Subdivision, Zebulon, NC.

We understand the One Year Warranty shall begin on the date of the issuance of the Letter of Acceptance. These improvements were installed per the approved construction drawings for Phase 2G of the Barrington Subdivision and inspected by the City of Raleigh Public Utilities Department.

Please contact us immediately with any concerns or questions.

Respectfully,

  
Jonathan Massey

Land Manager

Dream Finders Homes, LLC

CC: Jonathan Massey, [jonathanmassey@dreamfindershomes.com](mailto:jonathanmassey@dreamfindershomes.com)





*Let  
Approved  
11/20/23*

November 17, 2023

Mr. Jonathan Massey  
Land Development Manager  
Dream Finders Homes  
7200 Falls of Neuse Road, Suite 202  
Raleigh, NC 27615

**Re: Laboratory Testing for Asphalt Cores  
Barrington Phase 2G  
Trimat Project 23-1933-14**

Mr. Massey,

Please find attached with this letter the test results for the 8 asphalt cores delivered to us on November 16<sup>th</sup>, 2023, by Blythe Construction. These 6" diameter asphalt cores represented two asphalt mixes, an RS9.5C with JMF 18-0276-151 and an RI19.0C with JMF 18-0278-177.

There were six cores of the RS9.5C mix and two cores of the RI19.0C mix. After the cores were received, they were prepared to be tested as per AASHTO T166 - Standard Method of Test for Bulk Specific Gravity (Gmb) of Compacted Asphalt Mixtures Using Saturated Surface-Dry Specimens. The cores were dried using a CoreDry as per the North Carolina Department of Transportation (NCDOT) requirement.

Testing was performed at our AASHTO Resource approved RTP laboratory during November 2023 and the results are presented on the attached test reports.

The average thickness for the cores was 1.78" for the RS9.5C mix and 2.04" for the RI19.0C mix. The average percentage compaction for the cores was 93.4% for the RS9.5C mix and 93.5% for the RI19.0C mix.

North Carolina Department of Transportation (NCDOT) compaction requirements for RS9.5C and RI19.0C mixes is 92%.



If you have any questions or if further information is needed, please let me know. Thank you for allowing Trimat to work with your company on this project, and we hope that we can help you again in the future.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Bacchi".

Christopher Bacchi, PE  
Trimat Materials Testing, Inc.

A handwritten signature in black ink, appearing to read "Abhilash Kusam".

Abhilash Kusam  
Trimat Materials Testing, Inc.

Attachments



**Trimat Materials Testing, Inc.**  
**Bulk Specific Gravity of Compacted Hot Mix Asphalt Mixtures Using Saturated Surface-Dry Specimens/Percent Air Voids in Compacted Dense and Open Asphalt Mixtures**

AASHTO T166/T269 - Method A

**Project #:** 23-1933-14      **Report Date:** 11/17/2023  
**Project Name:** Barrington Phase 2G      **Test Date:** 11/17/2023  
**Client Name:** Blythe      **Date Received:** 11/16/2023  
**Client Address:**

**References:**

AASHTO T166: Bulk Specific Gravity and of Compacted Hot Mix Asphalt Mixtures Using SSD Specimens  
AASHTO T269: Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures  
AASHTO T40: Sampling Bituminous Paving Mixtures  
AASHTO T209: Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)

**Note:**

For % Compaction use:  $(D / E) \times 100$   
For % Air Voids use:  $(E - D) / E \times 100$

**Material Description:** RS9.5C JMF 18-0276-151

**Sampled By:**

**Client**

Lab #:	Sample #:	Height: (0.05)	Dry A	SSD B	Water C	Gmb (0.001) D = A / (B-C)	Gmm E	% Voids	% Compaction	% Absorption ( $\leq 2\%$ , (0.01) (B-A)/(B-C) x 100
12294	1	1.74	1755.3	1761.3	962.2	2.197	2.426	9.5	90.5	0.75
12294	2	2.10	2199.1	2200.5	1245.8	2.303	2.426	5.1	94.9	0.15
12294	3	1.78	1913.2	1914.4	1085.9	2.309	2.426	4.8	95.2	0.14
12294	4	1.71	1764.2	1767.5	986.6	2.259	2.426	6.9	93.1	0.42
12294	5	1.51	1535.7	1538.6	849.8	2.230	2.426	8.1	91.9	0.42
12294	6	1.81	1884.6	1885.8	1065.1	2.296	2.426	5.3	94.7	0.15

**Remarks:** Producer - Blythe - West Raleigh

Avg. 93.4%

Depth Adjusted At First over 14" off  
only 14" off. 14" off

**Technician:** Abhilash Kusam

Printed Name

14905

Certification #

Signature

1 Triangle Drive, Suite 200, RTP, NC 27709



**Trimat Materials Testing, Inc.**  
**Bulk Specific Gravity of Compacted Hot Mix Asphalt Mixtures Using Saturated Surface-Dry Specimens/Percent Air Voids in Compacted Dense and Open Asphalt Mixtures**

AASHTO T166/T269 - Method A

**Project #:** 23-1933-14      **Report Date:** 11/17/2023  
**Project Name:** Barrington Phase 2G      **Test Date:** 11/17/2023  
**Client Name:** Blythe      **Date Received:** 11/16/2023  
**Client Address:**

**References:**

AASHTO T166: Bulk Specific Gravity and of Compacted Hot Mix Asphalt Mixtures Using SSD Specimens  
AASHTO T269: Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures  
AASHTO T40: Sampling Bituminous Paving Mixtures  
AASHTO T209: Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)

**Note:**

For % Compaction use:  $(D/E) \times 100$   
For % Air Voids use:  $(E - D) / E \times 100$

**Material Description:** R119.0C 18-0278-177

**Sampled By:** Client

Lab #:	Sample #:	Height: (0.05)	Dry A	SSD B	Water C	Gmb (0.001) D = A / (B-C)	Gmm E	% Voids	% Compaction	% Absorption ( $\leq 2\%$ ) (0.01) (B-A)/(B-C) x 100
12295	1	1.93	2036.2	2052.4	1168.8	2.304	2.467	6.6	93.4	1.83
12295	2	2.14	2254.3	2279.2	1303.8	2.311	2.467	6.3	93.7	2.55

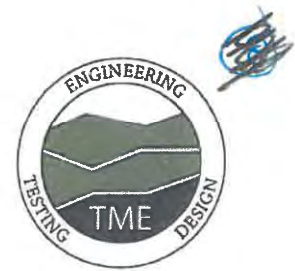
**Remarks:** Producer - Blythe - West Raleigh

Avg. 93.5%

**Technician:** Abhilash Kusam      **14905**      *Abhilash*  
Printed Name      Certification #      Signature

1 Triangle Drive, Suite 200, RTP, NC 27709





July 12, 2022

Jonathan Massey  
**H&H Homes**  
7200 Falls of Neuse Road, Suite 202  
Raleigh, NC 27615

*OK*  
*APPROVED*  
*AS*  
*Subm. #120*  
*1/13/23*

Re: Summary of Construction Materials Testing  
**Barrington** (Revised 3-31-2023)  
Zebulon, North Carolina  
TM Engineering #211145C

Dear Mr. Massey:

TM Engineering Inc. has provided construction testing services for the interior roadways for the Barrington project in Zebulon, North Carolina. These services included the observation of soil subgrades, curb, and aggregate base course for phases 2A, 2B, 2C, 2D, 2E, 2F, and 2G.

Subgrade conditions were evaluated by proofrolls and probing with a one-half inch diameter steel probe rod. The contractor conducted repairs necessary to provide adequate stability in identified areas to repair near surface issues. Stone for curb was evaluated by proofrolls with repairs consisting of removal and replacement of stone. The aggregate base course was also evaluated by proofroll. Any minor movements identified by the proofroll were removed of surface stone and replaced with extra asphalt. Periodic stone density tests were performed on the aggregate base course which produced results of 100% compaction at the test locations. Additionally, concrete for curb was sampled periodically and tested for compressive strength. Laboratory break results indicated all concrete samples met the necessary strength. It should be noted that this letter provides a summary of observations and is not a warranty or performance guarantee. Additionally, conditions observed by proofrolls or testing are representative of the conditions at the time and could be altered for many reasons such as weather or construction traffic.

TM Engineering appreciates the opportunity to have provided you with our services on this project. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc.

Toby Mallik, P.E.  
NC Registration No. 026472



*[Signature]*  
David Truesdale  
Project Manager





### FIELD REPORT

Project/Client: Barrington/ H&H Contractors of Fayetteville, LLC Date: 09/22/22  
City: Zebulon Forman: Brian Contractor: Kenneth West  
Temperature: 92 Weather Conditions: Sunny Number of Trips: 1 ▼  
Personnel: Milan Notified Brian of Kenneth West of results  
1<sup>st</sup> Trip Arrived: 2:15 pm Left: 3:15 pm 2<sup>nd</sup> Trip Arrived: \_\_\_\_\_ Left: \_\_\_\_\_

### REMARKS

TME arrived at site as requested by contractor. Tech met with site contractor and city inspector for the Proofroll at roadway Spellbrook Rd and Putney Hill Rd soil subgrade. Proofroll conducted with fully loaded tandem axle dump truck. (66600 Lb) Tech noticed multiple movement in different locations. Tech suggested contractor to repair those areas with 3/6 inches of extra stone. Contractor agreed.

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

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance, or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.



Project Number: 211145 C



Project/Client: Barrington/ H&H Contractors of Fayetteville, LLC

City: Zebulon

Date: 09/22/22 TME Personnel: Milan

Arrived On-Site: \_\_\_\_\_ Left Site: \_\_\_\_\_ of \_\_\_\_\_ Notified: \_\_\_\_\_

Adding/Paving Contractor: \_\_\_\_\_

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
	Roadway	Poorly Compacted	35.00	5.00	0.25	19.44	1.62	CABC			Putney Hill Rd
			10.00	10.00	0.25	11.11	0.93				
			15.00	10.00	0.25	16.67	1.39				
			18.00	5.00	0.25	10.00	0.83				
			60.00	10.00	0.50	66.67	11.11				
			27.00	4.00	0.25	12.00	1.00				
			45.00	4.00	0.25	20.00	1.67				
			30.00	4.00	0.25	13.33	1.11				
			20.00	4.00	0.25	8.89	0.74				
			35.00	5.00	0.25	19.44	1.62				
			60.00	9.00	0.25	60.00	5.00				
			20.00	26.00	0.25	57.78	4.81				
			15.00	20.00	0.25	33.33	2.78				Spellbrook Rd
			12.00	26.00	0.25	34.67	2.89				
			57.00	4.00	0.25	25.33	2.11				
			40.00	8.00	0.25	35.56	2.96				

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

Signature: \_\_\_\_\_  
The above report is the field rendition of the author only and subject to review.



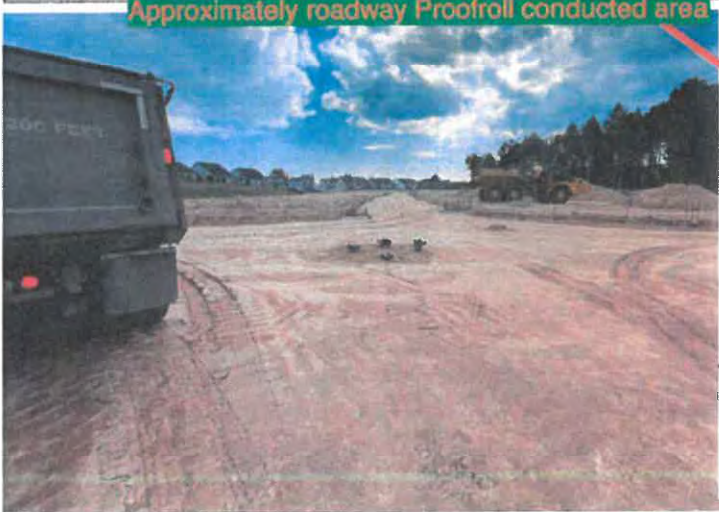


FIELD REPORT ATTACHMENTS

Project/Client: Barrington/ H&H Contractors of Fayetteville Personnel: Milan Date: 09/22/22



Approximately roadway Proofroll conducted area



All locations should be considered approximate and were not surveyed.



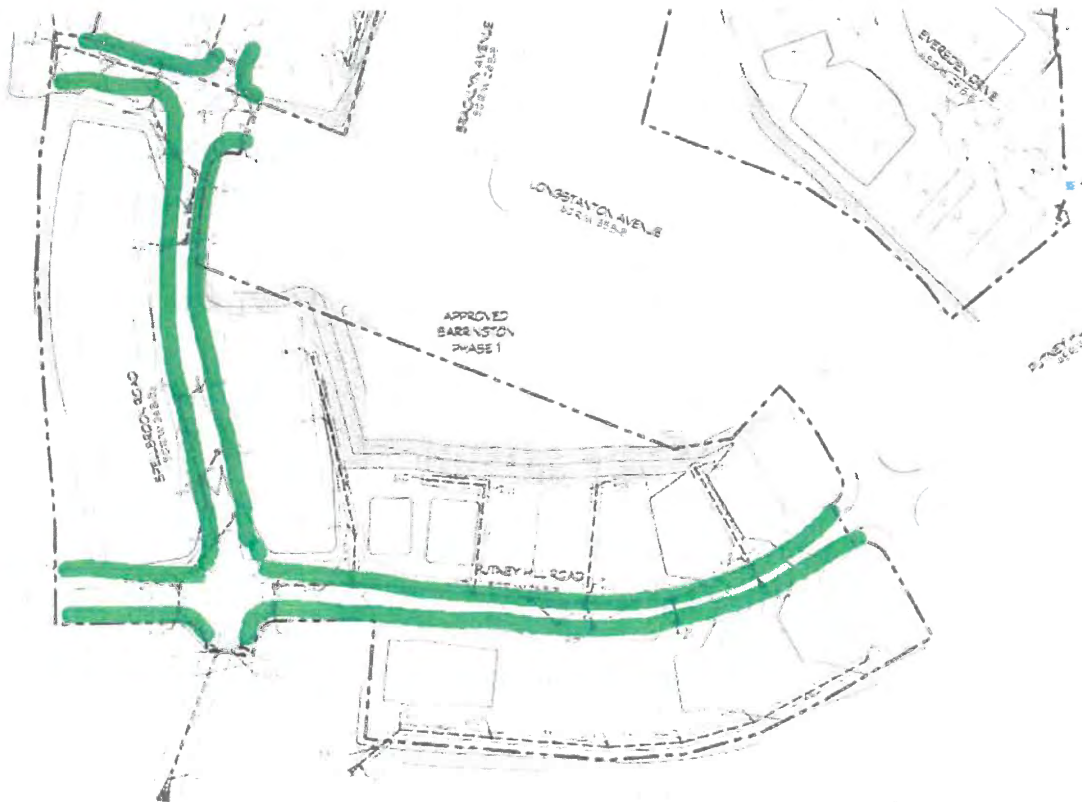


## FIELD REPORT

Project/Client: Barrington / H&H Contractors of Fayetteville, LLC Date: 09/28/22  
 City: Zebulon Forman: Brian Jacoby Contractor: Kenneth West  
 Temperature: 75 Weather Conditions: Overcast Number of Trips: 1 ▼  
 Personnel: Arjun Notified Brian Jacoby of Kenneth West of results  
 1<sup>st</sup> Trip Arrived: 1:45 pm Left: 3:15 pm 2<sup>nd</sup> Trip Arrived: \_\_\_\_\_ Left: \_\_\_\_\_

## REMARKS

TME arrived onsite as requested by the contractor.  
 Contractor performed stone base course proofroll for street curbs marked in plans below with a loaded tandem axle dump truck carrying a load of approximately 15.07 tons. Tech observed no significant movement under tires.  
 Tech will return to site tomorrow for concrete testing.



Signature: Arjun Arjun

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.





## FIELD REPORT

Project/Client: Barrington / H&H Contractors of Fayetteville, LLC Date: 09/29/22  
 City: Zebulon Forman: Brian Jacoby Contractor: Kenneth West  
 Temperature: 55 Weather Conditions: Partly Cloudy Number of Trips: 2  
 Personnel: Arjun - Eric Notified Brian Jacoby of Kenneth West of results  
 1<sup>st</sup> Trip Arrived: 8:00 am Left: 12:30 pm 2<sup>nd</sup> Trip Arrived: \_\_\_\_\_ Left: \_\_\_\_\_

## REMARKS

TME arrived onsite as requested by the contractor.

Tech observed concrete contractor pouring street curb in areas marked in plans below. Tech tested concrete for slump, air content, temperature and PCF.

Tech will return to site tomorrow to collect cylinder samples and transport to lab for testing.



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

*Arjun Arora*

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.





### CONCRETE FIELD REPORT

Project/Client: Barrington / H&H Contractors of Fayetteville, LLC Date: 09/29/22  
 City: Zebulon Arrived On-Site: 8:00 am Left Site: 12:30 pm  
 Temperature: 55 Weather Conditions: Partly Cloudy Number of Trips: 2  
 Material(s) Tested: ☐ Slab ☐ Foundation ☐ Wall ☐ Masonry ☒ Other: Street Curb  
 Personnel: Arjun - Eric Notified Brian Jacoby of Kenneth West of results  
 Concrete Supplier: Capital Ready Mix Specified Strength: \_\_\_\_\_ psi Specified Slump: \_\_\_\_\_ inches  
 Steel Reinforcement Installed Per Plans: \_\_\_\_\_ Concrete Strength on ticket: 3,000 psi

### REMARKS

TME arrived onsite as requested by the contractor.  
 Tech observed concrete contractor pouring street curb in areas marked in plans below. Tech tested concrete for slump, air content, temperature and PCF.  
 Tech will return to site tomorrow to collect cylinder samples and transport to lab for testing.

### TEST DATA

Truck No.	Batch Time	Plant No.	Ticket No.	Size of Load	Sample	Slump (in)	Air %	Unit Wt. (pcf)	H2O Added (gallons)	Concrete Temp.	No. of Test Samples	Daily Set No.
160	07:53	1	162664	10.00	08:50	1.5	4.50	143.88	10.00	82	5	1
153	10:13	1	162683	10.00	10:33	1.8	4.50	143.54	0.00	80	5	2
176	10:54	1	162693	10.00	11:50	2.0	4.50	142.16	0.00	82	5	3

Daily Set No.	Sample Type	Specified Strength	Detailed Location
1	Concrete	psi	Putney Hill Rd Curb
2	Concrete	psi	Putney Hill Rd Curb
3	Concrete	psi	Spellbrook Rd. Curb
		psi	
		psi	
		psi	

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

The above report is the field rendition of the author only and subject to review



Project Number:



## FIELD REPORT

Project/Client: Barrington - H & H Contractors Date: 10/10/22  
City: Zebulon Forman: Brian Jacoby Contractor: Kenneth West  
Temperature: 69 Weather Conditions: Sunny Number of Trips: 1 ▼  
Personnel: Kiron Notified Brian Jacoby of Kenneth West of results  
1<sup>st</sup> Trip Arrived: 1:30 pm Left: 4:00 pm 2<sup>nd</sup> Trip Arrived: \_\_\_\_\_ Left: \_\_\_\_\_

## REMARKS

TME personnel arrived on site as requested by Contractor. Contractor conducted Proofroll of stone on Putney Hill Rd, Spellbrook Rd, and Longstation Ave prior to pavement with asphalt. TME personnel and City Inspector observed a fully loaded dump truck traverse the Proofroll area. Areas of movement on Longstation Ave (see red highlighted areas below) were marked for repair. TME personnel recommended 4 inches of stone to be removed and replaced with extra asphalt in repair areas. TME personnel performed stone moisture and density test. All tests passed with 98% compaction or greater and within 3% of optimum moisture level.



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

*Kiron Allen*

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.







# PRIEST, CRAVEN, & ASSOCIATES, INC.

LAND USE CONSULTANTS

August 25, 2023

Michael Fowler  
Capital Improvement Management Division  
3324 Lake Woodard Drive  
P.O. Box 590  
Raleigh, NC 27602-0590

*Let  
Approved  
AS  
Submitted  
10/10/23*

**Re: Installed per Plans Statement Barrington Subdivision Phase 2  
Section G for Public Water and Public Sanitary Sewer.**

Mr. Fowler,

## Engineer Certification Statement

I, Thomas F. Craven as a duly registered professional in the state of North Carolina, having been authorized to observe periodically, the construction of the project, Barrington Subdivision, Phase 2 Section G, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that by my inspection of the constructed improvements and my review of the as built survey data hereby certify that the (1) public improvements, (2) private improvements and (3) public safety of the above referenced project as constructed are in compliance with the requirements of the improvements as prescribed in the approved construction drawings, approved design documents, and / or any approved modifications, except as noted as "strike throughs" on the "as built" drawings. Furthermore, I certify that the "strike through" exceptions do not adversely affect the required performance or public safety aspects of the improvements.

Name:

*Thomas F. Craven*

Date:

*8/25/23*

Seal:

Thomas F. Craven, P.E. Registration Number 10956  
Priest, Craven & Associates, Inc.



PLANNERS / LANDSCAPE DESIGNERS / ENGINEERS / SURVEYORS

3803-B Computer Drive, Suite 104, Raleigh NC 27609, Phone: (919) 781-0300 Fax (919) 782-1288



DEVELOPER LIEN WAIVER AND RELEASE

I, the undersigned, am the owner of Barrington Phase 2G as indicated by my respective signature below.

All work related to the Development of Barrington Phase 2G as shown on construction plans prepared by Priest, Craven, & Associates, Inc. dated Revised October 1, 2021.

DFC Barrington, LLC has not made any financial considerations for the supply of any construction materials for the development of Barrington Phase 2G.

Witness the following signature and seal this 31 day of August, 2023

[Signature] (Signature)  
Name: Jonathan Massey

Title: Land Development Manager

Company: Dream Finders Homes – POA for DFC Barrington, LLC

State of North Carolina County/City of Raleigh;

Subscribed and sworn to before me this 31 day of August, 2023

My Commission Expires: June 7, 2028

Subdivision: Barrington PH2G



Let  
Approved  
AS  
Submitted  
10/11/23



**RELEASE OF LIEN**

LEAD  
APPROVED  
AS SUBMITTED  
10/10/23

**PROJECT:**

Barrington Phase 2G

**OWNER:**

DFC Barrington LLC

WHEREAS THE UNDERSIGNED, as Power of Attorney for this project does hereby certify to the City of Raleigh Public Utilities that all materials and labor utilized for the construction of the infrastructure of Barrington Subdivision, Phase 2G have been paid in full for labor, services, materials or equipment for the above project in the capacity as Power of Attorney.

THE UNDERSIGNED DOES HEREBY GUARANTEE THE RELEASE OF ALL LIENS OR CLAIMS OR RIGHT OF LIEN, STATUTORY OR OTHERWISE, AGAINST THE PROJECT AS PROVIDED BY THE UNDERSIGNED.

Signed:

Name: Jonathan Massey

Title: Land Development Manager

Date: June 30, 2023

State of North Carolina

County of Wake

Name: Jonathan Massey

Subscribed and sworn before me this 30<sup>th</sup> Day of June, 2023.

Notary Public: Signed: Sandra R. Ahr

My commission expires: 16 March 2024





**CONTRACTOR'S FINAL WAIVER AND RELEASE OF LIEN – UNCONDITIONAL**

(To Accompany Application For Final Payment)

**UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN**

The undersigned Kenneth West, Inc., in consideration of Final Payment in the amount of \$ 86,886.55, the receipt and sufficiency of which is hereby acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to DFC Barrington, LLC ("Owner") to the following property:

Barrington PH2 Section G

Kenneth West, Inc. certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been paid in full by Kenneth West, Inc.

Kenneth West, Inc., for and in consideration of the above-referenced Final Payment, hereby unconditionally waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Kenneth West, Inc. ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Kenneth West, Inc. Work at the Property.

This Final Waiver and Release of Liens constitutes a representation by the undersigned Contractor, for and on behalf of its Subcontractor/Supplier, that the payment referenced above, once received, CONSTITUTES FULL AND COMPLETE PAYMENT FOR ALL WORK PERFORMED, AND COSTS OR EXPENSES INCURRED (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest, profit and general conditions costs, filing fees, and attorney's fees) relative to all work performed at the Property by its Subcontractors/Suppliers.

Kenneth West, Inc. acknowledges and agrees that this Final Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Final Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns.

DATED on August 1, 2023.

Kenneth West, Inc.

By: [Signature]  
[Kenneth West, Inc. Signature]

BRIAN S. JACOBY  
[Kenneth West, Inc. Name]

800 BRICKSTEEL LANE  
CORNER NC 27529  
[Kenneth West, Inc. Address]



LIEN WAIVER AND RELEASE

*Leah*  
*Approved*  
*Submitted*  
*10/10/23*

I, the undersigned, am a general contractor, subcontractor, materialman, or other person furnishing services or labor or materials pursuant to any and all contract (s) with H&H Constructors of Fayetteville, LLC or assigns, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by DFC Barrington, LLC or assigns, and described as follows:

**All work related to the installation of all Roadways located within Barrington PH2 Section G as shown on construction plans prepared by Priest, Craven, & Associates, Inc. dated Revised October 1, 2021.**

In consideration of the sum of \$ 90,926.<sup>01</sup> to me in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to me, and acknowledging that I have been fully paid under said contract (s) with respect to any work done on, or materials furnished to, the above described land and improvements and intending to be legally bound hereby, I do hereby waive, release and quit-claim all right that I may now or hereafter have to a lien upon the land and improvements above described; and I do further warrant that I have not and will not assign my claims for payment, nor my right to perfect a lien against said property, and that I have the right to execute this waiver and release thereof.

I respectively warrant that all laborers employed by me upon the aforesaid premises have been fully paid and that none of such laborers have any claim, demand, or lien against said premises.

It is understood and agreed that my signature hereto is for all services rendered, work done, and material furnished theretofore by the signer in any and all capacities.

Witness the following signature and seal this 22 day of May, 2023.

Contractor/Subcontractor/Materialman:

Brian S. Jacoby (Signature)

Name: Brian S. Jacoby

Title: V. PRESIDENT

Company: Kenneth West, Inc.

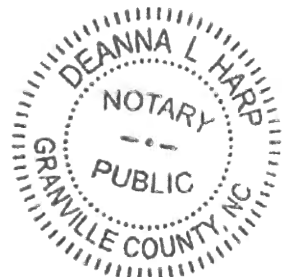
State of NC; County/City of Wake / Garner

Subscribed and sworn to before me this 22 day of May, 2023

My Commission Expires: 3-3-26

Subdivision: Barrington PH2 Section G

*Deanna L. Harp*







✓  
10/10/23

## Notification of Conditional Acceptance

of Water and Wastewater Infrastructure in Raleigh Water Merger Communities  
(Garner, Knightdale, Rolesville, Wake Forest, Wendell, Zebulon)

Project Name: BARRINGTON

Project Phase: PHASE 2-G

Permit Number(s): W - 3313

S - 4681

The City of Raleigh Water Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets Raleigh Water specifications and the infrastructure is available for use. This preliminary acceptance is conditional on a final review of digital as-built data, project records and other submitted documentation. Formal notification of acceptance is pending and will be provided on successful completion of the conditional review.

Inspector Name: MICHAEL R. FOWLER

Date: 09 / 22 / 2023

### Comments:

FINAL / SIGNED ACCEPTANCE LETTER TO FOLLOW

Notes on Project Phasing: Acceptance occurs after water and sewer infrastructure in an approved phase is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance. Acceptance boundaries are defined by the limits identified in the Raleigh Water approved utility phasing plan(s). Acceptance of unapproved sub-phases and/or partially complete phases will not be considered. Additional information can be found in the Raleigh Water Handbook at [www.raleighnc.gov](http://www.raleighnc.gov).



14DukeEne Duke Energy Progress  
PO Box 602874  
Charlotte, NC 28260-2874

Dream Finders Homes LLC  
14701 Philips Highway  
8949A-99990137  
Oct 5, 2023 \$6,826.60  
Ameris Bank  
0612017542049488949

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
9999 Bill Pay - Landbank						
09/30/23	N5103816601	99BRNGTN,999	6,826.60	0.00	0.00	6,826.60
Total Remittance			6,826.60	0.00	.00	6,826.60

*APPROVED  
AS  
Submitted  
10/10/23*

14DukeEne Duke Energy Progress  
PO Box 602874  
Charlotte, NC 28260-2874

Dream Finders Homes LLC  
Check Number 8949A-99990137  
Check Date Oct 5, 2023

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
9999 Bill Pay - Landbank						
09/30/23	N5103816601	99BRNGTN,999	6,826.60	0.00	0.00	6,826.60
Total Remittance			6,826.60	0.00	.00	6,826.60

### Dream Finders Homes LLC

14701 Philips Highway  
Jacksonville, FL 32256

Ameris Bank  
100 Southpark Blvd  
Suite 104  
St. Augustine, FL 32086

061201754

Void after 90 days

Date  
Oct 5, 2023

Check Number  
8949A-99990137

Pay *\*Six Thousand Eight Hundred Twenty Six Dollars 60 Cents\**

Amount  
\$6,826.60

To Duke Energy Progress  
The PO Box 602874  
Order Charlotte, NC 28260-2874  
Of

Dream Finders Homes LLC  
Per *[Signature]*

PAYABLE IN US DOLLARS





# INVOICE

Email sent to customer on 10/02/2023

Invoice: N5103816601  
Invoice Date: 9/30/2023  
Page: 1 of 1

Bill to: H&H CONSTRUCTORS OF FAYETTEVILLE, LLC  
7200 FALLS OF NEUSE RD., SUITE 202  
JONATHAN MASSEY  
RALEIGH NC 27615

Customer ID: 000275142  
PO / Contract No:  
Payment Terms: Net 30  
Due Date: 10/30/2023

Amount Due: \$6,826.60

Invoice for work or services performed at: 1413 SAGE TREE DR ZEBULON NC

For questions about your invoice, please contact Brandon Washington at 919/557-2625

Line	Date of Charge	Description	Net Amount
1	09/29/2023	UL UG for Lighting UPFRONT UNDERGROUND FEE (11 POLES)	\$6,380.00
2	09/29/2023	NC STATE SALES TAX	\$446.60
Amount Due:			<u>\$6,826.60</u>

COPY

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

## Payment Coupon

### Please make check payable to:

Duke Energy Progress  
PO Box 602874  
Charlotte NC 28260-2874

### ACH Instructions:

Wells Fargo - Progress  
121000248  
Duke Energy Progress  
00206266000020

Invoice Number: N5103816601

Corporation Code: 50126

Please Pay By: 10/30/2023

Customer ID: 000275142

Total Amount Due: \$6,826.60

Fed Tax ID # 56-2155481

H&H CONSTRUCTORS OF  
FAYETTEVILLE, LLC  
7200 FALLS OF NEUSE RD., SUITE  
202  
JONATHAN MASSEY  
RALEIGH NC 27615

Amount Enclosed







Town of Zebulon  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

INVOICE #

23-00418

YOU CAN PAY ONLINE BY CREDIT/DEBIT/ACH:  
WWW.EDMUNDSGOVPAY.COM/ZEBULON  
YOU WILL NEED YOUR ACCOUNT ID AND PIN

ACCOUNT ID: PREIST PIN: 798281  
INVOICE DATE: 06/08/23  
DUE DATE: 06/16/23

Priest, Craven & Associates

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Barrington 2G		
28.0000	TRANSPOR	Transportation Impact Fee Barrington 2G	1,200.540000	33,615.12
1704.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Barrington 2G	2.950000	5,026.80
1370.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Barrington 2G	1.200000	1,644.00
1370.0000/LF	STORMMAP	STORMWATER MAPPING FEES Barrington 2G	1.750000	2,397.50
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Barrington 2G	300.000000	300.00
30.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Barrington 2G	10.000000	300.00
28.0000	RECIMPSF	RECREATION IMPACT FEE - SINGLE Barrington 2G	3,000.000000	84,000.00
6715.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Barrington 2G	1.200000	8,058.00
			TOTAL DUE:	\$ 135,341.42

PAID

JUN 16 2023

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

Town of Zebulon  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

INVOICE #: 23-00418  
DESCRIPTION: Barrington 2G  
ACCOUNT ID: PREIST PIN: 798281  
DUE DATE: 06/16/23  
TOTAL DUE: \$ 135,341.42

Priest, Craven & Associates





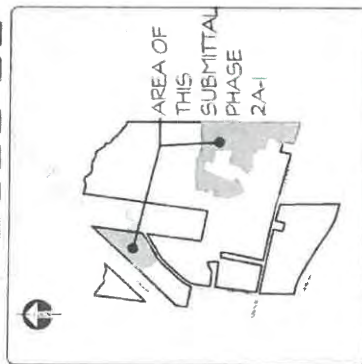
# PHASES 2A THROUGH I

AS BUILT SUBMITTAL FOR PHASE 2 G ZEBULON STORM

ZEBULON, NORTH CAROLINA  
TRC 2020-001

## PROJECT STATISTICS

STANLEY D. JAMES  
BIRMINGHAM, ALABAMA  
1937-1962

COVER SHEET  
C-9.02 C-6.05  
TAB-1-2 POINT MAP

### VICINITY MAP

100

**CONSULTANT:**

**PRIEST, CRAVEN & ASSOCIATES, INC.**

3803 - B Computer Drive, Suite 104, Raleigh, N.C. 27609  
Phone 919 / 781-0300 Fax 919 / 782-1288  
ANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS  
Email: ncad@earthlink.net or FIRM# C-0488

OWNER

DFC BARRINGTON, LLC

14701 PHILIPS HIGHWAY, SUITE 300  
JACKSONVILLE, FL 32256

**CITY OF RALPHIGH SITE-REVIEWING APPROVAL**  
WATER AND SEWER TREATMENT PLANT (SMP)  
The City of Raleigh is currently reviewing the application for the City of Raleigh to construct a new water and sewer treatment plant (SMP) in the City of Raleigh. The City of Raleigh is currently reviewing the application for the City of Raleigh to construct a new water and sewer treatment plant (SMP) in the City of Raleigh. The City of Raleigh is currently reviewing the application for the City of Raleigh to construct a new water and sewer treatment plant (SMP) in the City of Raleigh.

REVISED: 10/1/88

My. 600 m.

[illegible]

James F. Coates

Bureau of Census, U.S. Registration Number 10046  
1931 Census of Agriculture, 1931



ORIGINAL DATE: FEBRUARY 11, 2020



**ATTENTION CONTRACTORS**

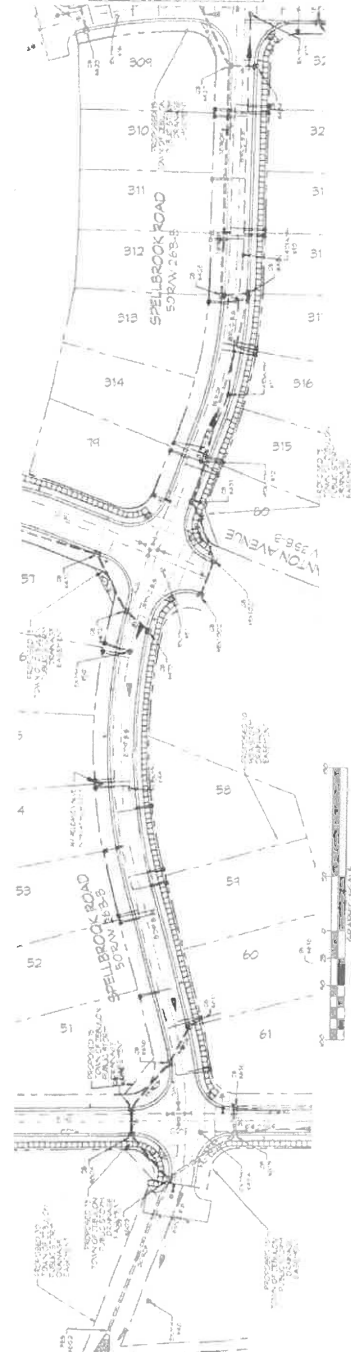
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BARRINGTON AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) PRIOR TO THE START OF CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING CONSTRUCTION.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ANY DAMAGE TO THE ENVIRONMENT OR ADJACENT PROPERTIES.



**CITY OF BARRINGTON SITE PERMITTING APPROVAL**

Having read and approved the plans for the proposed Spellbrook Road, the City of Barrington hereby grants the site permit for the proposed Spellbrook Road, subject to the following conditions:

1. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

2. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

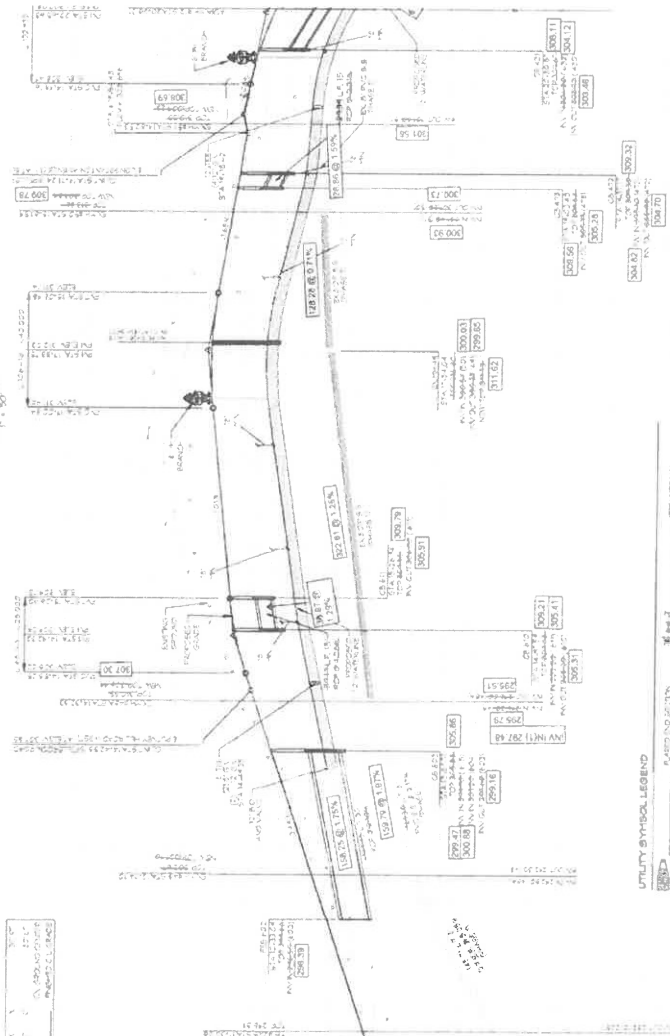
3. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

4. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

5. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.



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AS BUILT SUBMITTAL PHASE 2 G

**SPELLBROOK ROAD**

**SPELLBROOK ROAD  
PLAN & PROFILE**

**CITY OF BARRINGTON - PLANS AUTHORIZED FOR CONSTRUCTION**

These plans were approved by the City of Barrington Planning Commission on 10/11/11 and the City of Barrington Board of Aldermen on 10/11/11. The City of Barrington hereby grants the site permit for the proposed Spellbrook Road, subject to the following conditions:

1. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

2. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

3. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

4. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

5. The proposed Spellbrook Road shall be constructed in accordance with the City of Barrington Engineering Department Permit # 10-111.

**BARRINGTON SUBDIVISION PHASES 2A THROUGH 2G**

**PRIEST, CRAVEN & ASSOCIATES, INC.**  
LAND USE CONSULTANTS / PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS  
1000 N. WILSON AVENUE, SUITE 100, BARRINGTON, ILLINOIS 60010  
TEL: 847.381.1234 FAX: 847.381.1235  
WWW.PRIESTCRAVEN.COM

**9-SHEET #**  
**C602**





## ATTENTION CONTRACTORS

City and Regional Development Approval

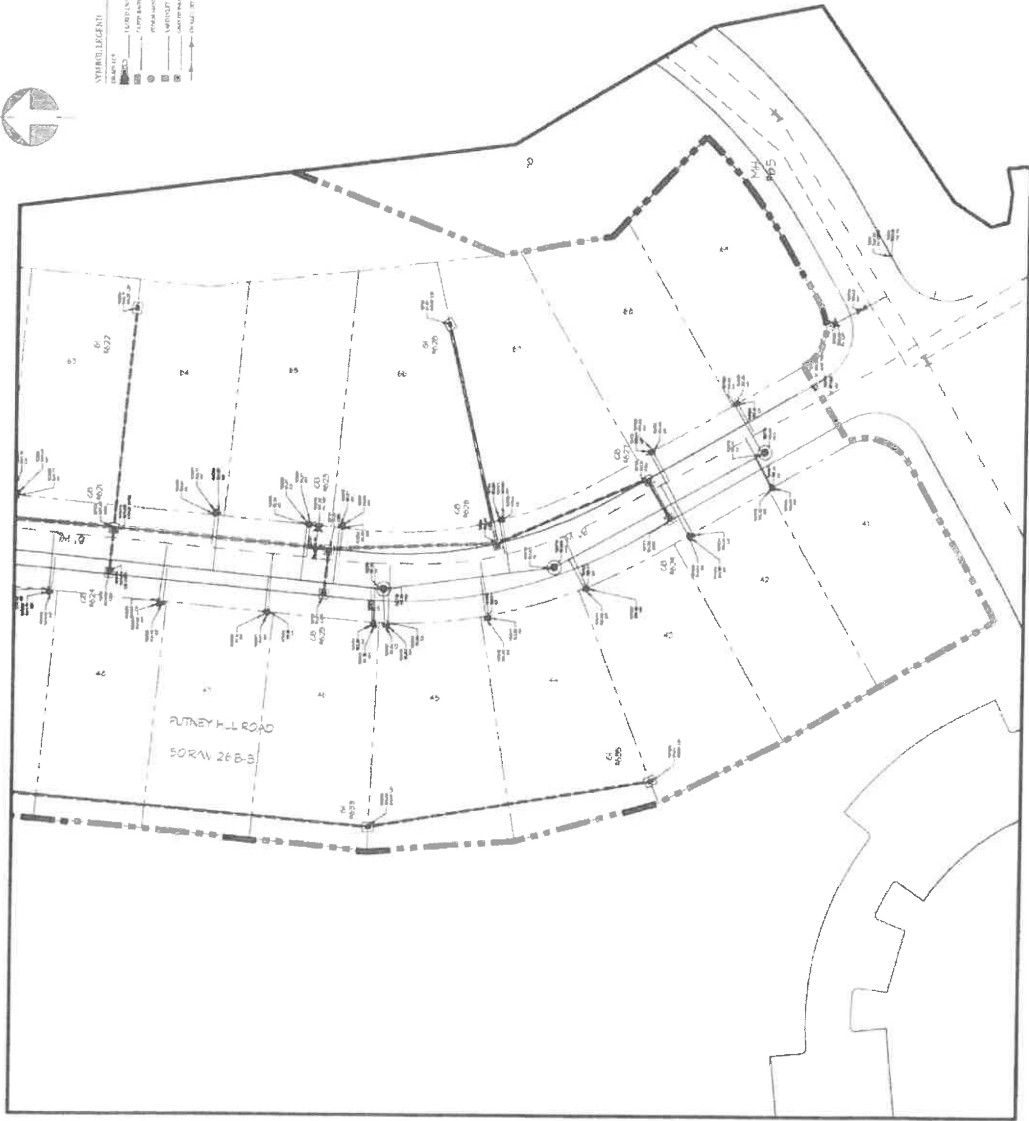
10:55

ARRINGTON SUBDIVISION PHASES 2A THROUGH I









PT.	NORTH	EAST	REF.	DESC.
5300	76075.003	21500.575	304.997	60'
5301	76075.543	21495.191	304.997	60'
5302	76076.083	21490.805	304.997	60'
5303	76076.623	21486.419	304.997	60'
5304	76077.163	21482.033	304.997	60'
5305	76077.703	21477.647	304.997	60'
5306	76078.243	21473.261	304.997	60'
5307	76078.783	21468.875	304.997	60'
5308	76079.323	21464.489	304.997	60'
5309	76079.863	21460.103	304.997	60'
5310	76080.403	21455.717	304.997	60'
5311	76080.943	21451.331	304.997	60'
5312	76081.483	21446.945	304.997	60'
5313	76082.023	21442.559	304.997	60'
5314	76082.563	21438.173	304.997	60'
5315	76083.103	21433.787	304.997	60'
5316	76083.643	21429.401	304.997	60'
5317	76084.183	21425.015	304.997	60'
5318	76084.723	21420.629	304.997	60'
5319	76085.263	21416.243	304.997	60'
5320	76085.803	21411.857	304.997	60'
5321	76086.343	21407.471	304.997	60'
5322	76086.883	21403.085	304.997	60'
5323	76087.423	21398.699	304.997	60'
5324	76087.963	21394.313	304.997	60'
5325	76088.503	21389.927	304.997	60'
5326	76089.043	21385.541	304.997	60'
5327	76089.583	21381.155	304.997	60'
5328	76090.123	21376.769	304.997	60'
5329	76090.663	21372.383	304.997	60'
5330	76091.203	21367.997	304.997	60'
5331	76091.743	21363.611	304.997	60'
5332	76092.283	21359.225	304.997	60'
5333	76092.823	21354.839	304.997	60'
5334	76093.363	21350.453	304.997	60'
5335	76093.903	21346.067	304.997	60'
5336	76094.443	21341.681	304.997	60'
5337	76094.983	21337.295	304.997	60'
5338	76095.523	21332.909	304.997	60'
5339	76096.063	21328.523	304.997	60'
5340	76096.603	21324.137	304.997	60'
5341	76097.143	21319.751	304.997	60'
5342	76097.683	21315.365	304.997	60'
5343	76098.223	21310.979	304.997	60'
5344	76098.763	21306.593	304.997	60'
5345	76099.303	21302.207	304.997	60'
5346	76099.843	21297.821	304.997	60'
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5348	76100.923	21289.049	304.997	60'
5349	76101.463	21284.663	304.997	60'
5350	76102.003	21280.277	304.997	60'
5351	76102.543	21275.891	304.997	60'
5352	76103.083	21271.505	304.997	60'
5353	76103.623	21267.119	304.997	60'
5354	76104.163	21262.733	304.997	60'
5355	76104.703	21258.347	304.997	60'
5356	76105.243	21253.961	304.997	60'
5357	76105.783	21249.575	304.997	60'
5358	76106.323	21245.189	304.997	60'
5359	76106.863	21240.803	304.997	60'
5360	76107.403	21236.417	304.997	60'
5361	76107.943	21232.031	304.997	60'
5362	76108.483	21227.645	304.997	60'
5363	76109.023	21223.259	304.997	60'
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5365	76110.103	21214.487	304.997	60'
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5369	76112.263	21196.943	304.997	60'
5370	76112.803	21192.557	304.997	60'
5371	76113.343	21188.171	304.997	60'
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5373	76114.423	21179.399	304.997	60'
5374	76114.963	21175.013	304.997	60'
5375	76115.503	21170.627	304.997	60'
5376	76116.043	21166.241	304.997	60'
5377	76116.583	21161.855	304.997	60'
5378	76117.123	21157.469	304.997	60'
5379	76117.663	21153.083	304.997	60'
5380	76118.203	21148.697	304.997	60'
5381	76118.743	21144.311	304.997	60'
5382	76119.283	21139.925	304.997	60'
5383	76119.823	21135.539	304.997	60'
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5385	76120.903	21126.767	304.997	60'
5386	76121.443	21122.381	304.997	60'
5387	76121.983	21117.995	304.997	60'
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5390	76123.603	21104.837	304.997	60'
5391	76124.143	21100.451	304.997	60'
5392	76124.683	21096.065	304.997	60'
5393	76125.223	21091.679	304.997	60'
5394	76125.763	21087.293	304.997	60'
5395	76126.303	21082.907	304.997	60'
5396	76126.843	21078.521	304.997	60'
5397	76127.383	21074.135	304.997	60'
5398	76127.923	21069.749	304.997	60'
5399	76128.463	21065.363	304.997	60'
5400	76129.003	21060.977	304.997	60'
5401	76129.543	21056.591	304.997	60'
5402	76130.083	21052.205	304.997	60'
5403	76130.623	21047.819	304.997	60'
5404	76131.163	21043.433	304.997	60'
5405	76131.703	21039.047	304.997	60'
5406	76132.243	21034.661	304.997	60'
5407	76132.783	21030.275	304.997	60'
5408	76133.323	21025.889	304.997	60'
5409	76133.863	21021.503	304.997	60'
5410	76134.403	21017.117	304.997	60'
5411	76134.943	21012.731	304.997	60'
5412	76135.483	21008.345	304.997	60'
5413	76136.023	21003.959	304.997	60'
5414	76136.563	20999.573	304.997	60'
5415	76137.103	20995.187	304.997	60'
5416	76137.643	20990.801	304.997	60'
5417	76138.183	20986.415	304.997	60'
5418	76138.723	20982.029	304.997	60'
5419	76139.263	20977.643	304.997	60'
5420	76139.803	20973.257	304.997	60'
5421	76140.343	20968.871	304.997	60'
5422	76140.883	20964.485	304.997	60'
5423	76141.423	20960.099	304.997	60'
5424	76141.963	20955.713	304.997	60'
5425	76142.503	20951.327	304.997	60'
5426	76143.043	20946.941	304.997	60'
5427	76143.583	20942.555	304.997	60'
5428	76144.123	20938.169	304.997	60'
5429	76144.663	20933.783	304.997	60'
5430	76145.203	20929.397	304.997	60'
5431	76145.743	20925.011	304.997	60'
5432	76146.283	20920.625	304.997	60'
5433	76146.823	20916.239	304.997	60'
5434	76147.363	20911.853	304.997	60'
5435	76147.903	20907.467	304.997	60'
5436	76148.443	20903.081	304.997	60'
5437	76148.983	20898.695	304.997	60'
5438	76149.523	20894.309	304.997	60'
5439	76150.063	20889.923	304.997	60'
5440	76150.603	20885.537	304.997	60'
5441	76151.143	20881.151	304.997	60'
5442	76151.683	20876.765	304.997	60'
5443	76152.223	20872.379	304.997	60'
5444	76152.763	20867.993	304.997	60'
5445	76153.303	20863.607	304.997	60'
5446	76153.843	20859.221	304.997	60'
5447	76154.383	20854.835	304.997	60'
5448	76154.923	20850.449	304.997	60'
5449	76155.463	20846.063	304.997	60'
5450	76156.003	20841.677	304.997	60'
5451	76156.543	20837.291	304.997	60'
5452	76157.083	20832.905	304.997	60'
5453	76157.623	20828.519	304.997	60'
5454	76158.163	20824.133	304.997	60'
5455	76158.703	20819.747	304.997	60'
5456	76159.243	20815.361	304.997	60'
5457	76159.783	20810.975	304.997	60'
5458	76160.323	20806.589	304.997	60'
5459	76160.863	20802.203	304.997	60'
5460	76161.403	20797.817	304.997	60'
5461	76161.943	20793.431	304.997	60'
5462	76162.483	20789.045	304.997	60'
5463	76163.023	20784.659	304.997	60'
5464	76163.563	20780.273	304.997	60'
5465	76164.103	20775.887	304.997	60'
5466	76164.643	20771.501	304.997	60'
5467	76165.183	20767.115	304.997	60'
5468	76165.723	20762.729	304.997	60'
5469	76166.263	20758.343	304.997	60'
5470	76166.803	20753.957	304.997	60'
5471	76167.343	20749.571	304.997	60'
5472	76167.883	20745.185	304.997	60'
5473	76168.423	20740.799	304.997	60'
5474	76168.963	20736.413	304.997	60'
5475	76169.503	20732.027	304.997	60'
5476	76170.043	20727.641	304.997	60'
5477	76170.583	20723.255	304.997	60'
5478	76171.123	20718.869	304.997	60'
5479	76171.663	20714.483	304.997	60'
5480	76172.203	20710.097	304.997	60'
5481	76172.743	20705.711	304.997	60'
5482	76173.283	20701.325	304.997	60'
5483	76173.823	20696.939	304.997	60'
5484	76174.363	20692.553	304.997	60'
5485	76174.903	20688.167	304.997	60'
5486	76175.443	20683.781	304.997	60'
5487	76175.983	20679.395	304.997	60'
5488	76176.523	20675.009	304.997	60'
5489	76177.063	20670.623	304.997	60'
5490	76177.603	20666.237	304.997	60'
5491	76178.143	20661.851	304.997	60'
5492	76178.683	20657.465	304.997	60'
5493	76179.223	20653.079	304.997	60'
5494	76179.763	20648.693	304.997	60'
5495	76180.303	20644.307	304.997	60'
5496	76180.843	20639.921	304.997	60'
5497	76181.383	20635.535	304.997	60'
5498	76181.923	20631.149	304.997	60'
5499	76182.463	20626.763	304.997	60'
5500	76183.003	20622.377	304.997	60'
5501	76183.543	20617.991	304.997	60'
5502	761			



**RESOLUTION 2024 - 14**  
**ACCEPTING ROADWAY, AND STORM DRAINAGE**  
**INFRASTRUCTURE FOR BARRINGTON PHASE 2 G**

**WHEREAS**, DFC Barrington, LLC the developers of Barrington Subdivision request the Town of Zebulon assume ownership and maintenance of the roadway and storm drainage infrastructure within the public right-of-way or dedicated easements of Barrington consisting of 1370 linear feet (LF) of drainage infrastructure, and 1704 LF of roadway:

- 225' LF Longstanton Avenue
- 862' LF Putney Hill Road
- 617' LF Spellbrook Road

**WHEREAS**, the Town of Zebulon has inspected said infrastructure; and

**WHEREAS**, DFC Barrington, LLC has completed all punch list tasks; and

**WHEREAS**, the Town of Zebulon has received all required documentation needed for Dedication and Warranty; and

**WHEREAS**, the Town of Zebulon has received a Subdivision Bond # 83BSBJB3941 from Hartford Fire Insurance Company for completion of final asphalt roadway overlay, five-foot sidewalk, access ramps, signage, SCM Conversion, striping, and landscaping; and

**WHEREAS**, the Town of Zebulon may accept an offer of dedication of streets, sidewalks, curb and gutter, and storm drainage by resolution of the Board of Commissioners per the Town of Zebulon Uniform Development Ordinance section 6.10.4.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of Zebulon accepts dedication of the roadway, and storm drainage.

Adopted this 4<sup>th</sup> day of December 2023.

---

Glenn L. York – Mayor

SEAL

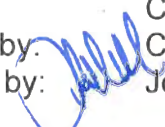
---

Lisa M. Markland, CMC - Town Clerk



STAFF REPORT  
RESOLUTION 2024-15  
712 NORTH ARENDELL -TOWNHOMES  
ROADWAY AND SIDEWALK ACCEPTANCE  
December 4, 2023

**Topic: Resolution 2024-15 – 712 N. Arendell Infrastructure Acceptance**

Speaker: Chris D. Ray, Public Works Director (if pulled from Consent)  
From: Chris D. Ray, Public Works Director  
Prepared by: Chris D. Ray, Public Works Director  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider accepting roadway and sidewalk infrastructure constructed with 712 N. Arendell Ave Townhomes for ownership and maintenance by the Town of Zebulon.

**Background:**

The Town of Zebulon follows a practice where the Board considers acceptance (i.e., ownership and maintenance) of roadway and sidewalk infrastructure installed in new developments. In advance of this consideration, Staff determines whether the infrastructure complies and meets the conditions of permits and Town standards.

True SFR Delta, LLC has completed the construction of roadway widening and sidewalk infrastructure with construction of 712 North Arendell Ave Town Homes Development. 712 North Arendell Ave Townhome Development will include twelve single family Townhome lots. The plat is expected to be recorded with the Wake County Registrar of Deeds in the coming days. Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements, and NCDOT.

**Discussion:**

The Board must accept the dedication of roadway improvements on East Franklin Street and sidewalks along East Franklin and North Arendell Ave for ownership and maintenance as the dedicated work is consistent with the UDO and complies with the latest version of Town standards.

**Policy Analysis:**

The applicant submitted “by-right” plans (i.e., plans not requesting “conditions” to the base zoning). The infrastructure was installed per TRC approved plans on April 28<sup>th</sup>, 2022, and minor administrative revisions approved August 3<sup>rd</sup>, 2023. The infrastructure complies with the latest version of the “Town of Zebulon Street & Storm Drainage Standards and Specifications” and is consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways.

Infrastructure Amount and Value

712 North Arendell Town Homes will dedicate 376 LF of sidewalks and roadway widening improvements along East Franklin Street valued at \$86,998.98.



STAFF REPORT  
RESOLUTION 2024-15  
712 NORTH ARENDELL -TOWNHOMES  
ROADWAY AND SIDEWALK ACCEPTANCE  
December 4, 2023

The infrastructure will be added to the Town's Capital assets (re. Comprehensive Annual Financial Report). Upon acceptance, the Town will own and maintain 92,616 LF (17.54 miles) of sidewalks. Road and Stormwater infrastructure (including SCM) will be owned and maintained by the Townhome HOA. No water or sewer mains were installed as part of this project.

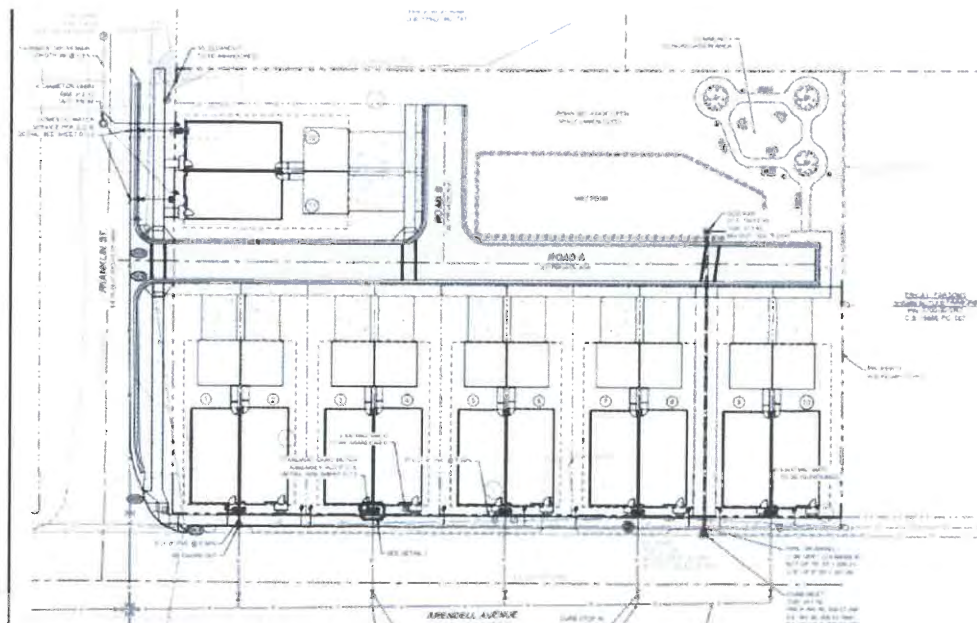
Warranty and Insurance

The Town received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to expiration of warranty.

The Town received a Subdivision Bond # S340242 in the amount of \$30,636.10 to ensure the final completion of outstanding items (e.g., interior sidewalks, signage, and pavement striping.) The final completion of these items is intentionally delayed to minimize the damage that may occur as individual lots are constructed. The Site Improvement Performance Bond is automatically renewed or revised annually to reflect items completed. The Site Improvement Performance Bond remains active until all items have been completed. All inspection and development fees of \$44,649.18 were collected from the developer.

**Staff Recommendation:**

Staff recommends approval of Resolution 2024-15 to accept 712 North Arendell Ave Townhomes roadway and sidewalk infrastructure, warranty, and site improvements bond.





STAFF REPORT  
RESOLUTION 2024-15  
712 NORTH ARENDELL -TOWNHOMES  
ROADWAY AND SIDEWALK ACCEPTANCE  
December 4, 2023

**Attachments:**

1. Closeout Documents
  - Engineer Certification for Roadways and Stormwater
  - Engineering Estimate for Letter of Credit/Bond
  - Subdivision Bond – Main Street America Group
  - Developer warranty/guaranty– Stormwater/Roadway
  - Development dedication of infrastructure
  - NCDOT Encroachment Agreement -partial release
  - Developer – Release of Lien
  - Duke Energy Street Light Agreement with Developer
  - Proof of payment for Town Inspections and fees
2. Resolution 2024-15





Strong Rock Engineering Group  
6801 Falls of Neuse Road, Suite 108  
Raleigh, NC 27615  
Company License # P-2166

*APPROVED  
AS  
SUBMITTED  
10/20/23*

Thursday, October 5, 2023

### Engineer's Certification

RE: Arendell Ave Project #561602

To Whom it may Concern:

I, Josh Lambert, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the projects segments as listed below:

Arendell Ave Project #561602

For the True Homes, LLC, hereby state, to the best of my abilities; due care and diligence was used in the observation of the project construction such that the Roadway System and Stormwater Infrastructure was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specifications with the following items yet to be completed:

1. Concrete Sidewalks
2. Pavement Striping
3. Street Signage
4. SCM Conversion

Should you have any questions or comments, please contact our office.

Sincerely,  
Strong Rock Engineering Group, PLLC

Josh Lambert, PE  
Owner and CEO



10-5-2023





Strong Rock Engineering Group  
6801 Falls of Neuse Road, Suite 108  
Raleigh, NC 27615  
Company License # P-2166

*LAH*  
*Approved*  
*Submitted*  
*10/5/23*

Thursday, October 5, 2023

Chris Ray  
Town of Zebulon – Public Works Dept.  
100 N. Arendell Avenue  
Zebulon, NC 27597

RE: Arendell Ave Project #561602

Dear Mr. Ray:

Please find attached the estimated bond amounts needed to complete the improvements for Arendell Ave Project #561602. The scope is to include, but not necessarily limited to, maintenance and completion of ESC measures, seeding and/or final stabilization, striping, signage, and sidewalks.

The Town of Zebulon Bond Amount should be in the amount of \$30,636.10 (see attached).

Please see the attached spreadsheet for the estimated cost of completion for the outstanding items. I would anticipate that this estimate would be valid for one year from the most recent date of this letter. The amount will be covered by a Letter of Credit.

Should you have any questions or comments, please contact our office.

Sincerely,  
Strong Rock Engineering Group, PLLC

Josh Lambert  
Owner and CEO







STRONGROCK Engineering Group, PLLC  
 6801 Falls of Neuse Rd. Suite 108  
 Raleigh, NC 27615  
 Company License # P-2166  
[josh@strongrockgroup.com](mailto:josh@strongrockgroup.com)

## Arendell Ave Completion Cost Estimate

Project: Arendell Ave  
 Client: True Homes  
 Contact: Sean Johnson  
 Notes: Arendell Ave Completion Cost



### Arendell Ave

Item	Quantity	Unit	Unit Price	Total Price
<b>General Conditions</b>				
Mobilization	1	LS	\$2,500.00	\$2,500.00
Project Management	1	LS	\$1,000.00	\$1,000.00
Survey Staking	1	LS	\$2,500.00	\$2,500.00
<b>Sediment and Erosion Control</b>				
Convert Basin	1	LS	\$5,500.00	\$5,500.00
<b>Clearing/Grubbing</b>				
No Bond Item	1	LS		\$0.00
<b>Storm Drainage</b>				
No Bond Item	1	LS		\$0.00
<b>Water Mains and Services</b>				
No Bond Item	1	LS		\$0.00
<b>Sewer Mains and Services</b>				
No Bond Item	1	LS		\$0.00
<b>Street Paving, Curb, and Gutter</b>				
Sidewalk	1420	SF	\$9.05	\$12,851.00
Pavement Striping	1	LS	\$2,500.00	\$2,500.00
Signage	1	LS	\$1,000.00	\$1,000.00

**Subtotal: \$27,851.00**

**Bond Amount at 110% \$30,636.10**

*Look  
Approved  
Submitted*





## THE MAIN STREET AMERICA GROUP



Bond No. \$340242

### SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we, True Homes, LLC, as Principal, and NGM Insurance Company, 55 West Street, Keene, NH 03431, as Surety, are held and firmly bound unto the Town of Zebulon as Obligee, in the full and just sum of Thirty Thousand Six Hundred Thirty Six Dollars and 10/100 (\$30,636.10) for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the owner of a certain tract of land in Wake County more particularly described as follows: Zebulon - Arendell Townhomes.

WHEREAS, The Principal has entered into an agreement with the Obligee, wherein the Principal agrees to construct the following: Maintenance and Completion of ESC Measures, Seeding, Striping, Signage and Sidewalks in said tract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the terms of said agreement on its part shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of October, 2023.

True Homes, LLC

Attest \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, President

NGM Insurance Company

Attest \_\_\_\_\_

Angela D. Ramsey

BY: \_\_\_\_\_ (Seal)  
Jennifer C. Hoehn, Attorney-in-Fact



True SFR Delta, LLC  
2649 Brekonridge Centre Dr  
Monroe, NC 28110

*CPA*  
*APPROVED*  
*AS*  
*Submitted*  
*10/20/23*

DEVELOPER'S GUARANTY

Re: Town of Zebulon, N.C. (the "Town")  
Arendell Townhomes  
706 N. Arendell Ave, Zebulon, NC  
Wake PIN: 2705274195

True SFR Delta, LLC (the "Developer") provides the following Statement of Guaranty and Warranty on the referenced project: Arendell Townhomes.

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in the Arendell Townhomes project (the "Work") conforms with the Town's requirements, and that this guaranty and warranty will remain in full force and effect for a period of one year from the date of the acceptance of the Work. Developer hereby agrees to indemnify, defend, and hold harmless the Town from and against all costs, loss, and damages, including attorney's fees, arising from the failure of the Work to conform to the Town's standards.

Developer has executed this Developer's Guarantee this 11<sup>th</sup> day of October, 2023.

True SFR Delta, LLC

Signature: *Mark Boyce*

Name: Mark Boyce

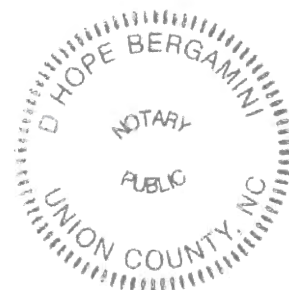
Title: Manager

Sworn to and subscribed before me this 11<sup>th</sup> day of October, 2023

*D Hope Bergamin*  
Notary Public

SEAL

Commission Expires: 3/26/2026







STRONGROCK Engineering Group, PLLC

6801 Falls of Neuse Rd. Suite 108

Raleigh, NC 27815

Company License # P-2166

[josh@strongrockgroup.com](mailto:josh@strongrockgroup.com)

### Arendell Ave Dedicated Infrastructure

Project: Arendell Ave

Client: True Homes

Contact: Sean Johnson

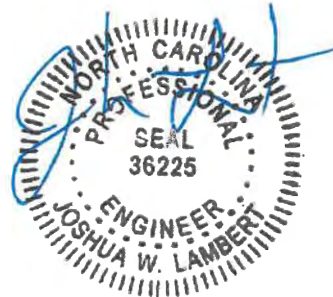
Notes: Arendell Ave Dedicated Infrastructure

*WASH*  
*APPROVED*  
*AS*  
*Submitted*  
*10/24/23*

#### Arendell Ave

Item	Quantity	Unit	Unit Price	Total Price
Sidewalk	1880	SF	\$9.05	\$17,014.00
Curb and Gutter w/ Asphalt Base	154	LF	\$149.34	\$22,998.36
Handicap Ramps	4	EA	\$3,280.50	\$13,122.00
8" Full Depth Asphalt	53	SY	\$412.54	\$21,864.62
Red Bud Trees	22	EA	\$500.00	\$11,000.00
Chinese Pistacia Trees	2	EA	\$500.00	\$1,000.00

**Subtotal: \$86,998.98**







STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

Rec'd  
10/10/23

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

**Date:** October 12, 2023  
**COUNTY:** Wake  
**SUBJECT:** Encroachment Agreement  
E051-092-22-01301  
NC 96  
True-Zebulon-Arendell

Wellspring Carolina Investments, LLC  
2849 Breckonridge Centre Drive, Suite 104  
Monroe, NC 27601

Dear Sir or Madam,

Following our review of the work for the subject project, it is the North Carolina Department of Transportation's position that all facilities associated with the approved plans have been constructed/installed in accordance with the required specifications.

The project will not be given final release until the improvements as shown on the approved plans are inspected one year from the date of completion.

If you need any additional information, please contact the District Office at (919) 814-6115.

Sincerely,

Daniel Boulware/  
JPN

Digitally signed by Daniel  
Boulware/JPN  
Date: 2023.10.12 09:15:19 -04'00'

Daniel T. Boulware, P.E.  
District Engineer

DTB/vbj

cc: Town of Zebulon

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DOH DISTRICT 1  
1575 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1575

Telephone: (919) 814-6115  
Fax: (919) 715-5778  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
4009 DISTRICT DRIVE  
RALEIGH, NC 27607



LIEN WAIVER AND RELEASE

I, the undersigned am a general contractor, subcontractor, materialman, or other person furnishing services or labor and materials pursuant to any and all contract(s) with True SFR Delta, LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by True SFR Delta, LLC, and described as follows:

**All work related to the installation of roadway, water, wastewater, and stormwater infrastructure located within the Arendell Townhomes project located at 706 N. Arendell Ave, Zebulon, NC (Wake PIN: 2705274195) and as shown on the approved construction plans prepared by Strong Rock Engineering Group, PLLC.**

In consideration of the sum of \$1.00 to me in hand paid, receipt whereof is hereby acknowledged, and other benefits accruing to me, and acknowledging that I have been fully paid under said contract (s) with respect to any work done on, or materials furnished to, the above described land and improvements and intending to be legally bound hereby, I do hereby waive, release and quit claim all right that I may now or hereafter have to a lien upon the land and improvements above described; and I do further warrant that I have not and will not assign my claims for payment, nor my right to perfect a lien against said property, and that I have the right to execute this waiver and release thereof.

I respectively warrant that all laborers employed by me upon the aforesaid premises have been fully paid and that none of such laborers have any claim, demand, or lien against said premises.

It is understood and agreed that my signature hereto is for all services rendered, work done and material furnished heretofore by the signer in any and all capacities.

Witness the following signature and seal this 11<sup>th</sup> day of October, 2023.

**Contractor**

Signature: [Signature]

Title: Mark Boyer, Manager

Company: True SFR Delta, LLC

State of NC; County of Union;

Subscribed and sworn to me before this 11<sup>th</sup> day of October, 2023.

[Signature]  
Notary Public

My Commission Expires: 3/26/2026



[Signature]  
APPROVED  
AS  
SUBMITTED  
10/20/23





Agreement # DEPNC51126484

## NC02 LIGHTING SERVICE AGREEMENT

Customer Information:  
TRUE SFR DELTA LLC  
SEANJOHNSON@TRUEHOMESUSA.COM

Project Information:  
ARENDELL AVENUE TOWNHOMES  
ZEBULON, NC 27597

*John  
Approved  
is  
Submitted*

Account Number:

Work Order Number:  
51126484

Duke Energy Representative Contact Info:  
Brandon Washington

This Lighting Service Agreement is hereby entered into this 6th day of October, 2023, between Duke Energy Progress (hereinafter called the "Company") and TRUE SFR DELTA LLC (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule SLS and Service Regulations, or its successor, as the same is on file with the North Carolina Public Service Commission (NORTH CAROLINA UTILITIES COMMISSION) and as may be amended and subsequently filed with the NORTH CAROLINA UTILITIES COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the NORTH CAROLINA UTILITIES COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated by either party upon written notice 10 days prior to termination. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature *True SFR Delta, LLC*  
*Mark H. Bice, Manager*  
Duke Energy Representative Brandon Washington

Date Signed 10-9-2023

Date Signed 10/6/2023

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.





Agreement # DEPNC51126484

Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	59.70	0.00	7164.00	59.70

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	003	Light Fixture Shoebox LED 50W Black Type IV 3000K-Multi	0.00	0.00	0.00	8.78	26.34
I	003	Light Pole Direct Buried Fiberglass 20 foot long Black	0.00	0.00	0.00	3.64	10.92
		Rental, Maintenance, F&E Totals:	\$0	\$0	\$0		
		Estimated Change to Base Monthly Charge Total					\$37.26

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	003	Underground Service Charge : Light Pole Direct Buried Fiberglass 20 foot long Black(RAL9017) DEPNC51126484	3.24	9.72
I	003	NON STANDARD FACILITIES : Light Fixture Shoebox LED 50W Black Type IV 3000K- Multivoltage up to 277V DEPNC51126484	4.24	12.72
		Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>		\$22.44

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.









**Town of Zebulon**  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

**INVOICE #**

**24-00078**

YOU CAN PAY ONLINE BY CREDIT/DEBIT/ACH:  
WWW.EDMUNDSGOV.PAY.COM/ZEBULON  
YOU WILL NEED YOUR ACCOUNT ID AND PIN

ACCOUNT ID: TRUEH005 PIN: 283733  
INVOICE DATE: 10/24/23  
DUE DATE: 10/27/23

True Homes  
Sean Johnson  
2649 Brekonridge Centre Dr  
104  
Monroe, NC 28110

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Arendell Townhomes		
376.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Arendell Townhomes	1.200000	451.20
154.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Arendell Townhomes	2.750000	423.50
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Arendell Townhomes	300.000000	300.00
13.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Arendell Townhomes	10.000000	130.00
12.0000	RECIMPSF	RECREATION IMPACT FEE - SINGLE Arendell Townhomes	3,000.000000	36,000.00
6.2400	TRANSPOR	Transportation Impact Fee Arendell Townhomes	1,177.000000	7,344.48
		TOTAL DUE:		\$ 44,649.18
		Prn Payment: 10/27/23 CK 186808		-44,649.18
		BALANCE:		\$ 0.00

**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

Town of Zebulon  
1003 N. ARENDELL AVENUE  
ZEBULON, NC 27597  
(919)823-1806

INVOICE #: 24-00078  
DESCRIPTION: Arendell Townhomes  
ACCOUNT ID: TRUEH005 PIN: 283733  
DUE DATE: 10/27/23  
TOTAL DUE: \$ 0.00

True Homes  
Sean Johnson  
2649 Brekonridge Centre Dr  
104  
Monroe, NC 28110





**RESOLUTION 2024-15  
ACCEPTING ROADWAY, AND SIDEWALK  
INFRASTRUCTURE FOR 712 NORTH ARENDELL TOWNHOMES**

**WHEREAS**, True SFR Delta, LLC the developers of 712 North Arendell Townhomes requests the Town of Zebulon assume ownership and maintenance of the roadway widening and sidewalk infrastructure within the public right-of-way of North Arendell Ave and West Franklin consisting of:

- 376 LF of Sidewalk
- 154 LF of Roadway Widening Improvements

**WHEREAS**, the Town of Zebulon and NCDOT has inspected said infrastructure; and

**WHEREAS**, DRSDFA, LLC has completed all punch list tasks; and

**WHEREAS**, the Town of Zebulon has received all required documentation needed for Dedication and Warranty; and

**WHEREAS**, the Town of Zebulon has received a Subdivision Bond from NGM Insurance Company for completion of interior sidewalks, SCM conversion, and Striping; and

**WHEREAS**, the Town of Zebulon may accept an offer of dedication of sidewalks, curb and gutter plus roadway widening by resolution of the Board of Commissioners per the Town of Zebulon Uniform Development Ordinance section 6.10.4.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of Zebulon accepts dedication of the roadway, and storm drainage.

Adopted this 4th day of December 2023.

\_\_\_\_\_  
Glenn L. York – Mayor

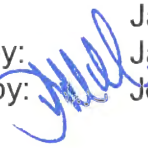
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\_\_\_\_\_  
Lisa M. Markland, CMC - Town Clerk



STAFF REPORT  
ORDINANCE 2024-20  
TEXT AMENDMENT SECTION 98.02  
DECEMBER 4, 2023

**Topic: Text Amendment (Town Code §98.02: "Functions, Events, or Dances where alcohol is served"): Ordinance 2024-20**

Speaker: Jacqui Boykin, Police Chief  
From: Jacqui Boykin, Police Chief  
Prepared by: Jacqui Boykin, Police Chief  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider remanding Chapter 98 of the Code of Ordinances for further consideration and revision by staff.

**Background:**

Town Ordinance 98.20 (Functions, Events, or Dances Where Alcohol is Served) outlines what venues require permits to host a public or private event, function, or dance where alcohol is being served, and details when police officers must be hired for security at such events.

Revisions to the ordinance were brought before the Board at their regular meeting in November 2023. Commissioners asked the Police Chief to consider several issues that had not been included as part of the discussion and presentation.

At the end of November 2023, the Police Chief met with several Commissioners to seek guidance and clarification on their expectations for the ordinance. Further time is needed to properly address the ordinance.

**Discussion:**

The Board will consider remanding the text for further review by staff.

**Policy Analysis:**

**Financial Analysis:**

**Staff Recommendation:**


Staff Recommends remanding the proposed Text Amendment to Town Code §98.02: "Functions, Events, or Dances where alcohol is served" for further staff review.

**Attachments:**



STAFF REPORT  
18 MONTH MEETING SCHEDULE  
2024 THROUGH JUNE 2025  
DECEMBER 4, 2023

**Topic: 18 Month Meeting Schedule – 2024 through June 2025**

Speaker: Joseph M. Moore II, PE - Town Manager  
From: Lisa M. Markland – Town Clerk  
Prepared by: Lisa M. Markland – Town Clerk  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider adopting an 18 month meeting schedule for 2024 through June of 2025.

**Background:**

At their Regular Meeting on September 12, 2022, the Board of Commissioners transitioned from a calendar-year meeting schedule to a fiscal-year meeting schedule. The adoption of a fiscal-year meeting calendar provided a stronger connection between the Board's deliberations on issues affecting the Town's annual budget ordinance.

In adopting the fiscal-year meeting schedule, the Board also created an 18-month meeting schedule. Given the volume and complexity of development considering investment into Zebulon, the 18-month meeting schedule provides the necessary timing for development submittal and review.

The presented schedule includes two deviations from previous submittals:

1. Mini-Retreat days moving from Thursday to Wednesday.
2. Descending Budget Work Session cycle (i.e., every six days instead of eight)

**Discussion:**

The Board will decide upon a FY '25 Meeting Schedule.

**Policy Analysis:**

The purpose of the statutes on Meetings of Public Bodies ("Open Meetings Law") "is to ensure that the business of the public be conducted in the view of the public so that the people have the wherewithal to be better informed".<sup>1</sup>

The Board is required to fix the date, time and place for their regular meetings (§160A-71).

**Staff Recommendation:**

Staff recommends adopting the Fiscal Year 2025 Meeting Schedule presented.

**Attachments:**

1. Fiscal Year 2025 Meeting Schedule (18 month Schedule)

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<sup>1</sup> Student Bar Association Board of Governors of School of Law, University of North Carolina at Chapel Hill v. Byrd, 293 NC 594, 604 (1977).



**ZEBULON BOARD OF COMMISSIONERS  
2024-2025 Regular Meeting Schedule**

**Meeting Day and Date  
Board of Commissioners**

Monday	January 8, 2024	
Monday	February 5, 2024	
Monday	March 4, 2024	
Monday	April 1, 2024	
Monday	May 6, 2024	
Monday	June 3, 2024	Budget Public Hearing
Monday	August 5, 2024	
Monday	September 9, 2024	
Monday	October 7, 2024	
Monday	November 4, 2024	
Monday	December 2, 2024	
Monday	January 6, 2025	
Monday	February 3, 2025	
Monday	March 3, 2025	
Monday	April 7, 2025	
Monday	May 5, 2025	
Monday	June 2, 2025	Budget Public Hearing

**All meetings will begin at 6:00pm--unless otherwise advertised**



## 2024-2025 Work Session Schedule

### Meeting Day and Date Board Work Session

Thursday	January 18, 2024	
Thursday	February 15, 2024	
Thursday	March 21, 2024	
Thursday	April 18, 2024	
Tuesday	May 9, 2024	} Budget - No Additional Items
Wednesday	May 15, 2024	
Thursday	May 21, 2024	
Tuesday	June 11, 2024	Budget (if necessary)
Thursday	August 15, 2024	
Thursday	September 19, 2024	
Thursday	October 17, 2024	
Thursday	November 21, 2024	
Thursday	December 29, 2024	
Thursday	January 16, 2025	
Thursday	February 20, 2025	
Thursday	March 20, 2025	
Thursday	April 17, 2025	
Thursday	May 8, 2025	} Budget - No Additional Items
Wednesday	May 14, 2025	
Tuesday	May 20, 2025	
Tuesday	June 10, 2025	Budget (if necessary)

**All meetings will begin at 5:00pm--unless otherwise advertised**

### 2024-2025 Retreat Schedule Meeting Day and Date


Wednesday	January 24, 2024
Wednesday	February 28, 2024
Wednesday	March 27, 2024
Wednesday	August 28, 2024
Wednesday	September 25, 2024
Wednesday	October 23, 2024
Wednesday	January 22, 2025
Wednesday	February 26, 2025
Wednesday	March 26, 2025

**Retreats will begin at 9:00am--unless otherwise advertised**



STAFF REPORT  
ORDINANCE 2024-22  
BUDGET AMENDMENT FOR PROFESSIONAL SERVICES  
DECEMBER 4, 2023

**Topic: Ordinance 2024-22 – Professional Services Contract – Budget Amendment**

Speaker: Chris D. Ray, Public Works Director  
From: Chris D. Ray, Public Works Director  
Prepared by: Chris D. Ray, Public Works Director  
Bobby Fitts, Finance Director  
Approved by:  Joseph M. Moore II, PE, Town Manager

**Executive Summary:**

The Board of Commissioners will consider approving a budget amendment to fund hiring a third-party engineering firm to assist with the workload of accepting development constructed infrastructure.

**Background:**

The FY '24 budget process included a request to fund an "Plan Reviewer/Encroachment Coordinator". The request reflected a significant increase in workload, as observed in the acceptance of 6.25 street miles and storm drainpipes within the nine (9) subdivision phases in FY 2023 (a 20% increase).

The pace of infrastructure review and acceptance has accelerated as six (6) subdivision phases with 3.46 street miles of roadways and stormwater infrastructure have been submitted to date.

LJB Engineering, currently contracted with the Town to provide design review assistance, can aid Staff on closing out development projects submitted for acceptance.

**Discussion:**

The discussion before the Board is whether to approve the Budget Amendment (Ordinance 2024-24)

**Policy/Program Analysis:**

While a mid-year appropriation to fund a permanent position in FY 2024 may become necessary, Staff proposes contracting a third-party to provide immediate assistance in addressing the workload with the infrastructure dedication process.

**Fiscal Analysis:**

The Town has accepted infrastructure exceeding \$45 over the past four years, with that value nearly quintupling in value between 2020 (~\$4M) and 2023 (~\$19.4M)<sup>1</sup>.

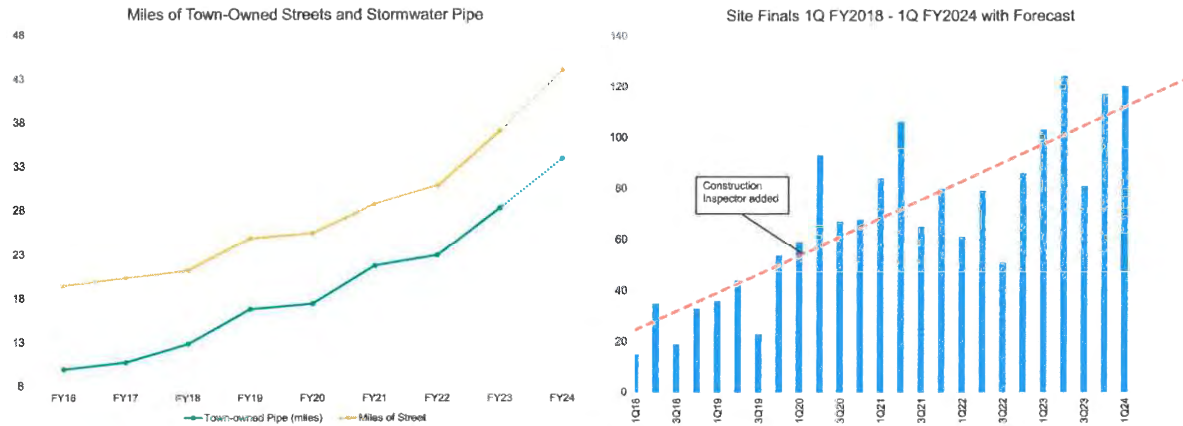
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<sup>1</sup> 2023 ACFR, pg. 79.



**STAFF REPORT  
ORDINANCE 2024-22  
BUDGET AMENDMENT FOR PROFESSIONAL SERVICES  
DECEMBER 4, 2023**

**Fiscal Analysis:**



The cost to fund contracting this service is \$26,000 (\$6,000 per residential development and \$2,000 per commercial development). The budget ordinance appropriates funds from Fund Balance. These funds reflect the collection of inspection fees in excess of what was anticipated and budgeted in FY '23.

**Staff Recommendation:**

Staff recommends approval of Ordinance 2024-22.

**Attachments:**

1. Ordinance 2024-22
2. LJB Proposal (for reference only)



## ORDINANCE 2024-22

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Fund Balance Appropriated	26,000.00	
EXPENDITURES		
Engineering—Professional Services	26,000.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: December 4, 2023

Effective: December 4, 2023

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Glenn L. York - Mayor

ATTEST:

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Lisa M. Markland - Town Clerk



**Fixed Fee Agreement for Consulting Services  
between**

**Town of Zebulon**

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**and**



**LJB Engineering PC**

**October 20, 2023**

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**LJB Project Number:**           **TBD**



## Fixed Fee Agreement for Consulting Services

This agreement is being executed as of the \_\_\_\_\_ day of  
October 20\_\_\_\_\_, 2023, between \_\_\_\_\_, a  
Municipality \_\_\_\_\_ [e.g. corporation, limited liability corporation, etc  
having its principal office at 1003 N. Arendell Ave., Zebulon, NC 27597  
("Client"), and LJB Engineering Professional Corporation (PC), an Ohio Professional  
Corporation, having its southeast principal office at 1401 Aversboro Road, Suite 215,  
Garner, North Carolina 27529 ("LJB"), under the following circumstances:

- A. Client desires to engage LJB to assist in rendering services in connection with a  
project as set forth on Schedule 1 attached hereto.

Now, therefore, Client and LJB agree as follows:

1. Compensation for services.
  - (a) For the services provided by LJB, LJB will bill Client, and Client will pay LJB,  
as shown on Schedule 1 attached hereto. In addition, Client will reimburse  
LJB for reimbursable expenses (as defined in the Terms and Conditions  
attached hereto) incurred by LJB. Invoices for services and reimbursable  
expenses will be submitted by LJB monthly.
  - (b) All invoices for services rendered by LJB will be payable in full by Client  
upon receipt of LJB's invoice. With respect to services rendered by LJB,  
Client may not retain a percentage of the amount due. There also shall be  
no retention with respect to reimbursable expenses.
  - (c) The estimates of LJB's charges for services set forth on Schedule 1  
attached hereto represent LJB's good faith estimate of such charges. Such  
estimates are based upon the following assumptions: (i) LJB will proceed  
with a complete design of a single concept in each segment of the  
services; (ii) no unforeseen engineering or environmental problems  
increasing the scope of the services required will be encountered; (iii) the  
respective services and responsibilities of Client, LJB, contractors, and  
others will be well coordinated; (iv) all governmental and regulatory  
approvals and permits (including, without limitation, rezoning) will be  
obtained in due course without significant objection; and (v) the services  
will be performed within the time frame indicated on Schedule 1 attached  
hereto. LJB will inform Client if, as a result of the failure of any such  
assumptions or any changes in the scope of the services, actual charges by  
LJB will exceed the estimated amount. Except in the event of changes in  
the scope of such services, LJB's charges will not exceed the estimated  
amount.
2. Terms and Conditions: The terms and conditions attached hereto are hereby  
incorporated into this Agreement.





In witness whereof, Client and LJB have executed this agreement as of the day and year first written above.

CLIENT

LJB

\_\_\_\_\_

\_\_\_\_\_ LJB Engineering PC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_ Kevin E. Wilcox

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

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

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

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

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party.



## Schedule 1

### Description of the Project and Services to be provided by LJB Engineering PC

LJB Engineering PC (LJB) appreciates the opportunity to provide scope of services to perform project close-out services for Town of Zebulon (Town). LJB is proposing to perform these services based on a lump sum basis by phase and type of project. Staff utilized for each request will be determined by LJB based on staffing skill sets and availability unless specific individuals are requested by the Town. LJB looks forward to assisting the Town on these close-outs to expedite the Town process due to the high volume of development activity.

Monthly invoices will detail the amount of time billed for each phased close-out to allow for proper internal allocation of LJB's invoiced amounts. The Town will provide NTPs (Notices to Proceed) to LJB as the close-out projects come in.

The Project Managers and primary contacts for this agreement will be Nanette Fogleman with LJB and Chris Ray, Public Works Director, with the Town of Zebulon. Assisting Nanette at LJB will be Mike Surasky.

#### Scope:

LJB will assist the Town in the close-out of new construction projects within the Town where the Town would take over maintenance of infrastructure. The type of project would include phases of residential subdivisions (at least 75 homes) and commercial development. The infrastructure that the Town would maintain after development completion could include, but not limited to, roads, sidewalks, stormwater devices, and SCMs (stormwater detention ponds).

The following is the list of items that are included in all close-outs. These items are to be completed and submitted to the Town by the developer or developer's agent (engineer, contractor, etc.) and would be checked and approved by LJB as part of the close-out process. Close-out items include but are not limited to:

1. Engineer Certification of Roadway Lengths
2. Engineer Certification of Dedicated Roadway and Stormwater infrastructure
3. Engineering Estimate for Letter of Credit/Bond for remaining items
4. Bond or Letter of Credit
5. Developer warranty and guaranty – Street and Stormwater
6. Developer warranty and guaranty – Water and Sewer
7. Third party engineering reports for sub-grade, stone, and asphalt (thickness and density) for public Roadways and Greenways
8. Engineering certification – Water and Sewer
9. Lien Waivers – developer
10. Lien Waiver – contractors
11. Proof of payment for streetlights fees
12. City of Raleigh Conditional Acceptance of Water and Sewer Systems



13. As-built drawings – (pls provide electronic (PDF, CADD), mylar and paper)
14. Completion of Punch List items – see Jason and Roger (construction inspectors)
15. Payment of construction inspection and planning fees

Additionally, LJB would be responsible for the following:

- Preparing the close-out staff report
- Preparing the Resolution of Acceptance for the Town Board to review and approve
- Required communication with Developer, Contractor, Engineer, etc. for each project.
- All items will be completed according to Town standards.

**Assumptions/Exclusions:**

- All field work will be completed by Town inspectors.
- The Town inspectors will submit all reports concerning the close-out of projects to LJB and Town Public Works Director.
- LJB will not perform any field work. If deemed necessary by the Public Works Director, the field work will be performed as an additional task to be billed at LJB Engineering's standard hourly rates.

**Fee:**

For residential phase projects: \$6000 per close-out

For commercial projects: \$2000 per close-out

LJB will re-evaluate the fees, with assistance from the Town, after completing 3-4 close-outs to ensure that the lump sum fee per close-out is on target.

**Schedule:**

The schedule for a specific project will be dependent on the information provided by the development team. It is estimated that the tasks will take about 30 hours (potentially not contiguous based on information provided) for a residential phase of a development and about 10 hours (potentially not contiguous based on information provided) for a commercial development. If all the information is provided in a reasonable time, the completion of each close-out is estimated to take 1-2 weeks.



## Terms and Conditions

### 1. Client's Responsibilities

- 1.1. **Client Representative.** Client shall designate in writing a representative authorized to act on behalf of Client with respect to the Project and the services rendered by LJB. Such representative shall have authority to transmit instructions, receive information, grant approvals, and take such other action as may be necessary to avoid unreasonable delay in the progress of the performance of LJB's services.
- 1.2. **Client's Requirements.** Client shall provide full written information regarding Client's requirements for the Project, including design objectives and restraints, schedule, space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Client will furnish to LJB copies of all design and construction standards, which Client will require to be included in drawings and specifications prepared by LJB.
- 1.3. **Ancillary Services.** Client will furnish to LJB, or allow LJB to obtain at Client's expense, such ancillary professional and other services as may be necessary or appropriate to proper performance of LJB's services and completion of the Project. Such ancillary services may include, without limitation thereto, those relating to environmental investigation and analysis; traffic flow and control; investigation of subsurface conditions; investigation of surface and subsurface water flow and the impact of the Project thereon; and surveying activities and preparation of property descriptions. Client agrees and acknowledges that such services may entail Client entering into an agreement with any such service provider (e.g. Drilling and Environmental Addendum), and in the event that Client refuses to do so, LJB may terminate this agreement. It shall be the Client's responsibility, together with the ancillary service provider, to ascertain the location of all utilities and other subsurface structures. In the event LJB is asked by Client or the ancillary service provider to mark any drawing or other document for drilling or other subsurface exploration purposes, Client acknowledges that such markings are only general guides. Therefore, it is the Client's responsibility, together with the ancillary service provider, to ascertain the exact location of the drilling or other subsurface exploration site that will not adversely impact any utility line or other subsurface structure.
- 1.4. **Access to Site.** Client shall secure rights of access for LJB to all property reasonably necessary to the performance of LJB's services.
- 1.5. **Governmental Permits and Approvals.** Client shall obtain (with LJB's assistance if so indicated in the description of LJB's services) all such governmental and regulatory permits and approvals as may be necessary for completion of the Project.
- 1.6. **Coordination.** Client shall effectively and efficiently coordinate the activities of Client, LJB, Architects, Contractors and others involved in the Project.



- 1.7. **Reliance Upon Client Information.** LJB shall have the right to rely upon any and all information supplied to LJB by or through Client, and LJB shall not have a duty to verify the accuracy of such information unless otherwise agreed in writing. Client shall hold harmless, indemnify and defend LJB as to any claims, liabilities or expenses related, directly or indirectly to LJB's use of or reliance upon such information.
- 1.8. **Timely Performance.** Client shall discharge its responsibilities, as set forth herein and as otherwise agreed, in a timely manner so as not to delay the services of LJB.

## 2. LJB's Responsibilities

- 2.1. **Time of Performance.** LJB will use its best efforts to complete its services in accordance with the mutually agreed upon schedule and to coordinate its services with other parties involved in the Project so as not to cause delay or interference with the work of such other parties. If Client requests modifications or changes in the scope or extent of LJB's services, the time of performance of such services shall be appropriately adjusted.
- 2.2. **Additional Services.** Services not expressly included within the description of the services to be rendered by LJB are not covered by this Agreement. In the event Client desires additional services and LJB is willing to provide such services, the parties shall execute a supplement to this Agreement describing such services and setting forth LJB's compensation for performing such services.
- 2.3. **Standards.** LJB will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 2.4. **Insurance.** LJB shall maintain the following insurance at all times during LJB's performance of services for Client and, upon request by Client, provide certification evidencing such insurance; Workers' Compensation and Employer's Liability Insurance in conformity with applicable law for its employees; and Comprehensive General Liability. Any additional insurance for the Project obtained by LJB at Client's request shall be at Client's expense.
- 2.5. **Record Drawings.** Any record drawings to be prepared by LJB will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the construction contractors who are to document such modifications as part of their performance. LJB may rely upon such information and is not responsible for the accuracy of such information as it affects the record drawings. Record drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations.



- 2.6. **Confidentiality.** LJB shall use reasonable efforts to preserve the confidentiality of any information identified by Client as confidential.
- 2.7. **Construction Services.** LJB is not responsible for the means, methods or sequences of construction or for the safety of workers or others at the construction site. Construction observation services are neither exhaustive nor continuous and consist of periodic visits to the Project site intended only to determine whether construction is in general conformance with the construction contract documents. LJB is not responsible for the performance or nonperformance of any contractor or other third party involved in the Project.
- 2.8. **No Third Party Responsibility.** Except for those subcontractors who contract directly with LJB pursuant to Section 5.5, LJB assumes no duty or responsibility, which may be construed as being for the benefit of, and therefore enforceable by, any contractors or subcontractors or their bonding companies. It is understood that LJB's obligations are solely to Client.

### 3. **Compensation**

- 3.1. **Progress Payments.** Client will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Such invoices shall reflect billing for work performed and Reimbursable Expenses incurred by LJB during the month involved. Payment of an invoice is due upon receipt of the invoice by Client. In the event of a dispute regarding an invoice, Client shall pay all undisputed amounts pending resolution of the dispute.
- 3.2. **Reimbursable Expenses.** Reimbursable Expenses are expenditures made by LJB, its employees or consultants in the interest of the Project. Reimbursable expenses include, but are not limited to, (i) expense of transportation, subsistence and lodging when traveling in connection with the Project; (ii) expense of long distance telephone charges, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project; (iii) expense of all reproduction, postage and handling of drawings, specifications, reports and other Project-related instruments of service; and (iv) expense of preparing perspectives, renderings and models.
- 3.3. **Late Payment.** LJB will assess a carrying charge of 1.5% per month on progress payments not made within 30 days of the date of invoice, which charge is payable by Client upon demand. LJB may, in its sole discretion and without notice, suspend or terminate its services in the event Client does not pay any amount invoiced within such 30-day period. LJB reserves the right to withhold from Client any drawings, specifications and other instruments of LJB's service developed for Client pending payment of Client's outstanding indebtedness.
- 3.4. **Estimates.** Estimates of construction cost, cost of LJB services, material quantities, and construction time provided by LJB are estimates only based upon LJB's opinion and are subject to change and are contingent upon factors over which LJB has no control. Except as may be otherwise specifically agreed



in writing with respect to the cost of LJB's services, LJB does not guarantee the accuracy of such estimates.

- 3.5. **Changes.** The parties acknowledge that the nature of the Project is such that Client may wish to make changes in the Project. Client may at any time authorize changes in the services provided by LJB, issue additional instructions, request additional services, or direct omission of services previously ordered. After LJB reviews each change request made by Client, LJB shall advise Client in writing as to any necessary and appropriate fee adjustments for LJB's services arising from the change. After LJB receives Client's written authorization to proceed with such changes and Client's written approval of the corresponding fee adjustments, if any, LJB will proceed to implement such changes. LJB shall not be required to make changes to its work that it believes threatens the integrity or safety of such work.
- 3.6. **Other Adjustments.** Except as may be expressly provided otherwise in this Agreement, Client recognizes that LJB's compensation for services during construction contemplates one construction contract being let and construction completion within the time contemplated by this Agreement. If more than one construction contract is let, or if the period of construction is exceeded through no fault of LJB, LJB's compensation (including any estimate of such compensation) shall be appropriately increased for services rendered in relation to such additional contracts or beyond such time period.
- 3.7. **Serving as Witness or Consultant.** In the event any principal or employee of LJB serves or is required to serve as a witness or consultant for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project, Client shall compensate LJB 200 percent of the standard hourly rates then in effect for hours devoted to giving testimony or providing consultative services and 150 percent of such rates for time devoted to preparation for such testimony or consultation. In addition, Client shall reimburse LJB for all related expenses.

#### 4. LJB's Liability

- 4.1. **Limitation on Liability.** LJB's liability to Client which may arise from or be due directly or indirectly to the professional acts, errors and/or omissions, including negligence, of LJB, its agents, employees or consultants shall be limited so as not to exceed the portion of LJB's fees (as indicated in this Agreement) applicable to that segment of LJB's services to which the act, error, omission or negligence relates. If LJB's fees are not broken down by segment in this Agreement, LJB's liability shall not exceed the aggregate fees paid to LJB under this Agreement.

#### 5. General

- 5.1. **Ownership of Documents.** All original tracings, notes, data and other documents prepared or furnished by LJB are instruments of professional service and shall be the property of LJB. Such instruments are prepared and intended only for use



as an integrated set on the particular project and for the limited purposes specified. Modifications, or use on other projects, of such instruments of service, or copies thereof, without LJB's prior written consent shall be at Client's sole risk. Client shall hold harmless, indemnify and defend LJB as to any and all claims, damages, losses and expenses, including attorney's fees, arising out of any such modification or use.

- 5.2. **Disputes Resolution.** All claims, disputes, and other matters in controversy between LJB and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent Client and LJB have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- 5.2.1. The claim will be brought and tried in judicial jurisdiction of the court of the county where LJB's southeast principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
- 5.2.2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, and other claim related expenses.
- 5.3. **Termination.** This Agreement may be terminated by Client upon at least seven days written notice to LJB in the event that the Project is permanently abandoned. In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of seven days after the giving of written notice thereof by the other party, such other party may terminate this Agreement immediately upon the giving of notice of such termination to the Defaulting Party. If this Agreement is terminated through no fault of LJB, Client shall pay LJB for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equal to 15% of the estimated fee remaining to be earned at the time of termination to account for LJB's rescheduling adjustments, reassignment of personnel, and related costs due to termination.
- 5.4. **Insolvency of Client.** In the event client becomes involved as a debtor, in any bankruptcy, insolvency, receivership or other similar proceedings, LJB may, at its



discretion, suspend performance of its obligations under this Agreement.

- 5.5. **Assignment: Subcontracting.** Neither Client nor LJB shall assign its interest in this Agreement without the written consent of the other, except that LJB may subcontract any portion of its services without such consent.
- 5.6. **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) beyond such party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of such party as long as performance is delayed or prevented thereby.
- 5.7. **Attorney's Fees.** In the event of default hereunder, the defaulting party shall pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorneys' fees whether incurred in connection with initiation of legal proceedings or otherwise.
- 5.8. **Affirmative Action.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a) and the posting requirements of 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, **or for inquiring about, discussing, or disclosing information about compensation.** Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.
- 5.9. **Miscellaneous.** This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina as applicable to agreements executed and entirely performed within the State of North Carolina. The captioned headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. The invalidity of any clause or provision of this Agreement shall not affect the validity or enforceability of any other clause or provision contained herein. This Agreement supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No oral representation, promise, inducement or statement of intention has been made by either party, which is not embodied in this Agreement or in the other documents delivered pursuant hereto. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by both parties hereto. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such breach.





## End of Terms and Conditions



**Topic: FY 2024 Monthly Financial Report Addendum**

**Executive Summary:**

A monthly report summarizing the status of the Town's revenues and expenditures.

**Background:**

Monthly Financial Reports are provided to inform the Board of revenue and expenditure trends throughout the year. The enclosed statements are through November 17, 2023.

**Information:**

Expenditures

Approximately 37.5% (4 ½ months) through Fiscal Year 2024, the Town has spent approximately 28% (~ \$7,577,000) of its General Fund budget of \$27,281,671.

Revenues

The status of the Town's noteworthy revenue streams for Fiscal Year 2024 follows:

- Property Tax (the Town's largest revenue stream)
  - + FY 2024 collections: \$2,982,071 collected to date (~ 27.9% of budget).
  - + Observations:
    - # 5% more than collected last fiscal year (\$2,839,321).
    - # Four months of vehicle taxes have been collected for FY 2024.
- Sales Tax (second largest revenue stream)
  - + August's sales (reports lag 3-months):
    - # \$11,664 (5.7%) more collected than last August for all sales tax.
    - # \$4,271 (4.8%) more collected than last August for "local" sales tax.
    - # "Local" sales tax (Article 39) is generated within, and returns to, Wake County.
    - # For every \$100,000 in local sales, \$3.55 comes back to the Town of Zebulon.
- Utilities Tax (~ 5% of revenue stream): 1<sup>st</sup> Quarter disbursement arrives December 15.
- Permits & Zoning (development growth indicator)
  - + \$107,086 collected total (43% of budgeted revenues (\$250,000))
  - + 15.0% more than what was collected this time last fiscal year (\$93,156).
- Parks & Recreation (service and programming growth indicator)
  - + 70,815 collected total (69% of budgeted revenues (\$102,000))
  - + 12.2% more than what was collected this month last fiscal year (\$63,109).
- Transportation Impact Fees (development growth indicator)
  - + \$336,081 collected to date in FY 2024
  - + 32.9% more than what was collected last fiscal year (\$252,820).
  - + Revenue placed in reserve for transportation projects to be spent within 10 years



- Recreation Impact Fees (development growth indicator)
  - + \$981,000 collected to date in FY 2024
  - + 23% more than what was collected last fiscal year (\$795,000).
  - + Collections since inception of fee (January 2022) ~ \$4,712,000
  - + Revenue is reserved for growth-related projects (e.g., new parks or expansions)

**Policy Analysis: N/A**

**Financial Analysis:** Budgeted revenue in FY 2024 is \$27,296,671 while year to date revenue collected is \$8,755,747 (32.1% of budgeted). Budgeted revenue includes \$6.4M Fund Balance.

**Staff Recommendation: N/A**

No staff recommendation or Board action is necessary. Financial Report is information only.

**Attachments:**

1. General Fund Fiscal Year 2024 Expenditure Statement and Revenue Statement (as of November 17, 2023)
2. Sales Tax Collection Report – FY 2024

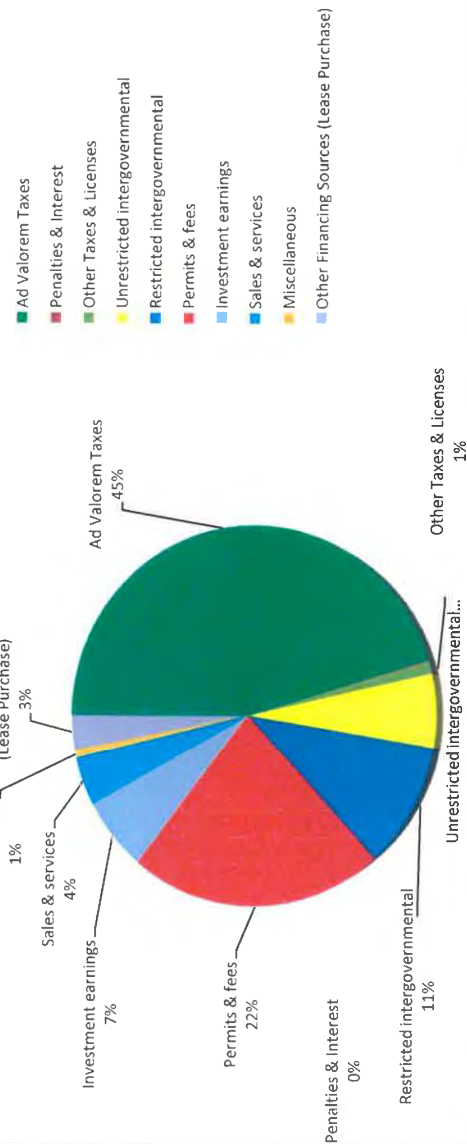


TOWN OF ZEBULON  
 Revenue Statement: 2023 - 2024  
 for Accounting Period 6/30/2024  
 GENERAL FUND

As of 11/17/2023

Revenue Categories	Estimated Revenue	Revenue YTD	% Collected	% of Total Revenue YTD
Ad Valorem Taxes	\$10,722,500	\$3,116,090	29.1%	35.6%
Penalties & Interest	\$15,000	\$7,563	50.4%	0.1%
Other Taxes & Licenses	\$185,500	\$70,520	38.0%	0.8%
Unrestricted intergovernmental	\$3,233,000	\$419,821	13.0%	4.8%
Restricted intergovernmental	\$2,512,000	\$716,647	28.5%	8.2%
Permits & fees	\$772,750	\$1,540,670	199.4%	17.6%
Investment earnings	\$300,000	\$445,486	148.5%	5.1%
Sales & services	\$972,000	\$293,275	30.2%	3.3%
Miscellaneous	\$82,000	\$44,943	54.8%	0.5%
Other Financing Sources (Lease Purchase)	\$232,000	\$215,000	92.7%	2.5%
Transfers in from other funds	\$1,885,733	\$1,885,733	100.0%	21.5%
Fund Balance Appropriated	\$6,384,188	\$0	0.0%	0.0%
<b>Total Revenues</b>	<b>\$27,296,671</b>	<b>\$8,755,747</b>	<b>32.1%</b>	<b>100%</b>

Town of Zebulon General Fund % of Total Revenue To Date - FY 2024







TOWN OF ZEBULON  
 Expenditure Statement: 2023 - 2024  
 for Accounting Period 6/30/2024  
 GENERAL FUND

As of 11/17/2023

<u>Dept #</u>	<u>Department</u>	<u>Approp Amount</u>	<u>Expenditure YTD</u>	<u>% Exp.</u>
410	GOVERNING BODY	\$607,116	\$132,430	21.8%
420	FINANCE	\$517,155	\$190,797	36.9%
430	ADMINISTRATION	\$1,595,725	\$394,950	24.8%
490	PLANNING AND ZONING	\$825,330	\$248,616	30.1%
500	PUBLIC WORKS-PROPERTY & PROJECT MGMT	\$2,756,855	\$578,885	21.0%
510	POLICE	\$3,926,975	\$1,422,750	36.2%
520	PUBLIC WORKS-OPERATIONS	\$9,339,237	\$2,314,149	24.8%
530	FIRE	\$3,695,574	\$1,189,323	32.2%
570	POWELL BILL	\$232,686	\$2,349	1.0%
590	ENGINEERING	\$139,000	\$13,272	9.5%
620	PARKS & RECREATION	\$2,043,418	\$609,440	29.8%
690	COMMUNITY & ECONOMIC DEVELOPMENT	\$1,617,600	\$480,511	29.7%
<b>Total Expenditures</b>		<b>\$27,296,671</b>	<b>\$7,577,474</b>	<b>27.8%</b>



## Sales Tax

### FY 2024

Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 24 Totals	Prior Year (FY 2023)	% Inc (Dec) from Prior Yr
July	\$ 89,122	\$ 38,656	\$ 44,762	(0) \$	32,237	\$ 204,776	\$ 187,311	9.3%
August	\$ 93,423	40,589	46,952	0	34,081	215,045	203,381	5.7%
September	-	-	-	-	-	-	202,821	-100.0%
October	-	-	-	-	-	-	197,664	-100.0%
November	-	-	-	-	-	-	188,169	-100.0%
December	-	-	-	-	-	-	225,394	-100.0%
January	-	-	-	-	-	-	187,935	-100.0%
February	-	-	-	-	-	-	144,614	-100.0%
March	-	-	-	-	-	-	212,514	-100.0%
April	-	-	-	-	-	-	177,123	-100.0%
May	-	-	-	-	-	-	207,702	-100.0%
June	-	-	-	-	-	-	216,208	-100.0%
<b>Total</b>	<b>\$ 182,545</b>	<b>\$ 79,245</b>	<b>\$ 91,713</b>	<b>(0) \$</b>	<b>\$ 66,318</b>	<b>\$ 419,821</b>	<b>\$ 390,692</b>	<b>7.5%</b>

## Sales Tax

### FY 2023

Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 23 Totals	Prior Year (FY 2022)	% Inc (Dec) from Prior Yr
July	\$ 81,324	\$ 35,456	\$ 40,808	(1) \$	29,723	\$ 187,311	\$ 125,560	49.2%
August	\$ 89,152	37,948	44,690	1	31,591	203,381	162,100	25.5%
September	90,401	37,188	45,331	(9)	29,910	202,821	167,034	21.4%
October	88,724	35,842	44,468	(2)	28,631	197,664	167,586	17.9%
November	82,782	35,160	41,563	1	28,664	188,169	169,657	10.9%
December	100,596	41,335	50,512	0	32,950	225,394	201,425	11.9%
January	83,332	34,713	41,782	0	28,106	187,935	140,273	34.0%
February	61,030	28,403	30,601	(6)	24,586	144,614	148,707	-2.8%
March	94,803	38,927	47,461	9	31,315	212,514	181,841	16.9%
April	75,803	34,229	38,068	(10)	29,033	177,123	186,154	-4.9%
May	91,708	38,501	45,971	0	31,521	207,702	180,133	15.3%
June	93,849	40,893	47,128	10	34,329	216,208	195,892	10.4%
<b>Total</b>	<b>\$ 1,033,506</b>	<b>\$ 438,596</b>	<b>\$ 518,383</b>	<b>(6) \$</b>	<b>\$ 360,358</b>	<b>\$ 2,350,837</b>	<b>\$ 2,026,362</b>	<b>16.0%</b>

\* Net proceeds of the Article 39 tax are returned to the county of origin.



Monthly Summary of Sales Tax Collected

