

ZEBULON
BOARD OF COMMISSIONERS
AGENDA
September 12, 2022
7:00pm

All meetings are live streamed on Facebook and posted to YouTube after the meeting.

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. PROCLAMATION

A. Town of Zebulon Preparedness Month

IV. PUBLIC HEARING

All wishing to speak will be guided by the following parameters. Each person will have five (5) minutes to speak. If there is a group with the same point of view, it is recommended that one person speak for the group. If a person is speaking for a group, they will have a total of eight (8) minutes to speak. No speaker can give their minutes to another speaker. The Mayor has the ability to limit the total time for the public hearing.

A. Annexation – 0, 400 and 413 East Barbee Street

V. PUBLIC COMMENT PERIOD

All wishing to speak must sign up prior to 6:50pm. 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 Stacie Paratore (sparatore@townofzebulon.org) by 3:00pm on September 12, 2022.

VI. CONSENT

A. Minutes

1. August 9, 2022 – Regular Meeting
2. August 18, 2022 – Work Session

B. Finance

1. Monthly Items
 1. Wake County Tax Report
 2. Monthly Financial Report

VII. NEW BUSINESS

A. Administration

1. FY 23 Meeting Schedule

B. Parks and Recreation

1. Christmas Parade
 - a. Resolution 2023-12
 - b. Ordinance 2023-06

C. Planning

1. Ordinance 2023-07 – Annexation – 0, 400 and 413 East Barbee Street

D. Public Works

1. Resolution 2023-08 – Sidney Creek Phase 1A Infrastructure Acceptance
2. Resolution 2023-09 – Weavers Pond Phase 5 Infrastructure Acceptance
3. Resolution 2023-10 – 2022 Local Assistance For Stormwater Infrastructure Investment (LASII)

E. Parks and Recreation

1. Resolution 2023-11 – Street Closure: Holiday Event

VIII. BOARD COMMENTS

IX. MANAGER'S REPORT

X. ADJOURN

TOWN OF ZEBULON PREPAREDNESS MONTH 2022

A PROCLAMATION

WHEREAS, National Preparedness Month is an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time; and

WHEREAS, the Town of Zebulon has been affected by several disasters and emergencies in past years; and

WHEREAS, thus far in 2022 Wake County has experienced 18 Flash Flood Warnings, 54 Flood Advisories, 88 Severe Thunderstorm Warnings, 6 Tornado Warnings, and 25 Extreme Heat Warnings; and

WHEREAS, every community, business, family, and individual in Zebulon is encouraged to be ready for natural and man-made disasters including tornadoes, flooding, hurricanes, snowstorms, flooding, and other emergency situations that might disrupt normal daily activities; and

WHEREAS, the peak period of hurricane season is historically mid-August through October, and September 10 marks the peak of hurricane season; and

WHEREAS, all Zebulon residents can take steps such as– making a family disaster plan, creating an emergency supply kit, and staying informed – to help make preparedness and personal responsibility a priority; and

WHEREAS, Zebulon residents should know and understand the risks for their area and plan accordingly, and

WHEREAS, the 2022 theme of National Preparedness Month is “Protect Your Legacy”; and

WHEREAS, National Preparedness Month is aimed at encouraging citizens to develop an emergency plan, build an emergency kit, and take other pro-active steps to prepare for potential emergencies; and

NOW THEREFORE, I, Glenn York, Mayor of the Town of Zebulon, do hereby proclaim the month of September 2022, as “**PREPAREDNESS MONTH**” in Town of Zebulon, and encourage all town residents to plan and prepare for weather-related and man-made disasters by assembling their emergency supply kits and updating their emergency plans by visiting www.townofzebulon.org/firedepartment.

Adopted the 12th day of September 2022.

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC – Town Clerk

STAFF REPORT
0, 400, & 413 EAST BARBEE STREET
ANNEXATION REQUEST
SEPTEMBER 12, 2022

Topic: 0, 400, & 413 East Barbee Street Annexation Public Hearing
Speaker: Michael J. Clark, AICP, CZO, Planning Director
From: Michael J. Clark, AICP, CZO, Planning Director
Prepared by: Meade O. Bradshaw, III CZO, Assistant Planning Director
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider the voluntary annexation petition for 3 parcels, at 0, 400, and 413 East Barbee Street. This is a legislative case.

Background:

The governing board of any municipality may annex any area contiguous to its boundaries upon presentation of a petition signed by the owners of all the real property located within such area (NCGS §160A-58.1). The Town has certified the annexation request for sufficiency prior to Public Hearing (See Attachment 2).

A notice of public hearing was mailed to all property owners within 150 feet of the subject property on August 24, 2022 satisfying the mailing requirement of 20 days prior to the hearing. The site was posted with public hearing signs on August 24, 2022. A notice was published in the Wake Weekly on September 2nd and 9th. Project Number 825573.

Discussion:

The Mayor will open up a public hearing related to the Annexation request. Upon closing the public hearing, the Board can discuss whether or not to annex the subject property into the Town of Zebulon Corporate Limits.

Unified Development Ordinance Section 2.2.2.G provides standards for the Board to Consider when rendering a decision. These are as follows:

1. The annexation petition bears the signatures of all landowners within the area to be annexed;
2. The area to be annexed can be adequately served by the same municipal services provided within the Town's primary corporate limits;
3. The debt obligations from serving the subject lands do not exceed the anticipated revenues to the Town; and
4. The public health, safety, and welfare of Town residents and the residents of the lands proposed for annexation will be best served by the annexation.

Policy Analysis:

This annexation petition is consistent with the Comprehensive Plan requiring annexation of properties requesting water and sewer services to the site.

The property is located within the Town of Zebulon's Extraterritorial Jurisdiction, meaning its annexation was expected and is keeping with the Comprehensive Plan.

STAFF REPORT
0, 400, & 413 EAST BARBEE STREET
ANNEXATION REQUEST
SEPTEMBER 12, 2022

Financial Analysis:

The Town will increase property tax revenue by approximately \$800 for annexing the vacant parcels. Any improvements to the property would provide additional property tax revenue for the Town of Zebulon.

The subject tracts are within the Town's service boundary and is contiguous to the Town's corporate boundaries.

Any infrastructure extension and connection costs would be paid by a developer when the property is developed. The Town's service responsibilities would be subject to the nature of the proposed development.

Zebulon Board of Commissioners
Minutes
August 9, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Larry Loucks, Shannon Baxter, Jessica Harrison, 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, Michael Clark-Planning, Eric Vernon-Town Attorney

Mayor York called the meeting to order at 7:00pm.

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Commissioner Clark.

APPROVAL OF AGENDA

Mayor York removed Resolution 2023-02 – Haircraft Event – Alley Closure from the agenda due to Haircraft rescinding their event application.

Commissioner Baxter requested to pull the June 6, 2022 meeting minutes and the Board Meeting Schedule Change from consent and to add Budget Adjustments to the agenda.

Commissioner Loucks asked to add business development updates under New Business.

Commissioner Miles requested to pull the May 3, 2022 minutes, Ordinance 2023-01 FY '22 Project and Program Rollovers, Ordinance 2023-02 FY '22 Donations and Grants Rollovers and Resolution 2023-07 Governor's Crime Commission Grant Application from consent.

Mayor York moved the items to New Business under D.

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

PUBLIC COMMENT PERIOD

Susan Pearce, who was on the Zebulon Downtown Arts Council ("ZDAC") Board provided an update of recent events.

CONSENT

A. Minutes

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the minutes of the May 3, 2022 closed session. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the minutes of the June 13, 2022 work session. There was no discussion and the motion passed unanimously.

Board of Commissioners
Minutes
August 9, 2022

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the minutes of the June 30, 2022 special called meeting. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the minutes of the July 28, 2022 special called meeting. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the minutes of the July 28, 2022 closed session. There was no discussion and the motion passed unanimously.

B. Finance

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

Commissioner Baxter made a motion, second by Commissioner Harrison to approve the monthly financial report. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve Ordinance 2023-03 – IT Reserve Account Rollover. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve Ordinance 2023-04 – Recognition of Grant Funds for Special Events. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve Resolution 2023-01 – Pearce’s Landing Phase 1B Infrastructure Acceptance. There was no discussion and the motion passed unanimously.

OLD BUSINESS

A. Planning

- 1. Ordinance 2023-05 – and Resolution 2023-04 – Utility Allocation

Michael Clark presented the proposed amendment to Chapter 1 of the Unified Development Ordinance (UDO) that would require developments to conform to a Utility Allocation Policy. The utility allocation policy leverages the water and sewer capacity to incentivize higher quality developments. The text amendment provided details on when this policy would be required, and the policy provided specifics on how developers could obtain the necessary points to meet the threshold. A total of 50 base points were needed, and the bonus points ranged from 10 to 40 points in the modified version of the policy. The policy and points could be amended periodically based on changing conditions in the Town.

The Planning Board unanimously recommended approval of the proposed UDO amendment as presented and the accompanying policy as modified at the April 11, 2022 meeting.

Board of Commissioners

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Commissioner Baxter wanted to see three points added for a 15' x 15' community garden with a shed and water hookup. There was consensus among the Board.

Commissioner Baxter requested a 15 x 15 pollinator garden also be added. Michael Clark suggested requiring a minimum of 225 sq. ft. for the garden and to add to category three where it could be in a residential area as well as an office park. There was consensus among the Board.

Commissioner Loucks requested one point for planting 12 native trees. Michael Clark suggested adding a 10-point max limit. Another request by Commissioner Loucks was to add stormwater retention pond aeration with five points per fountain and a maximum of 10 points. There was consensus among the Board.

There was a request to give 30 points for a newly constructed restaurant with a standalone building and a minimum square footage of at least 8,000 sq ft. There was consensus among the Board.

There was discussion about increasing the base points. Staff explained raising the base points would make it more difficult for businesses than in other nearby municipalities. Developments and businesses may choose not to come to Zebulon because of the high base points requirement. There was consensus among the Board to increase the base points to 60 points.

Commissioner Miles made a motion, second by Commissioner Baxter to approve Ordinance 2023-05 – and Resolution 2023-04 as amended. There was no further discussion and the motion passed unanimously.

NEW BUSINESS

A. Parks and Recreation

1. Angel Prints Corporation: Municipal Complex Facility Use Application

Sheila Long asked the Board to consider a request made by Angel Prints Corporation to use the facilities at Zebulon Municipal Complex on October 15, 2022.

Angel Prints Corporation was a non-profit led by Zebulon residents, Brandon & Toshina Wiggins. Their goal was to bring awareness to pregnancy loss, stillbirth, and infant loss as well as share compassion and hope to those mothers, couples, and families who have experienced this type of tragedy. Staff reviewed the application from Angel Prints Corporation. The organization asked to utilize the Municipal Complex to host a remembrance walk. Any funds raised would be used towards bringing awareness and providing support to families in need. The event would take place from 10 AM to noon with set up beginning at 7:00am and clean up to end by 2:00pm.

Brandon Wiggins spoke about Angel Prints Corporation.

Commissioner Miles stated the organization was an asset to the community.

Commissioner Miles made a motion, second by Commissioner Clark to approve Angel Prints Corporation: Municipal Complex Facility Use Application and waive all the fees.

Commissioner Baxter wanted to know about the corporation's 501(c)(3) and to confirm the corporation followed the guidelines of the Town's Facility Use Policy.

Brandon Wiggins gave details about the outreach Angel Prints Corporation provided to the community including support groups, partnerships with WakeMed and training.

Commissioner Harrison thanked Brandon Wiggins and stated the nonprofit organization was needed in the community.

Commissioner Baxter stated the Board needed to understand that the 501(c)(3) did not check all the boxes of the Town's Facility Use Policy and if approved would set a precedence.

Commissioner Loucks asked to waive the half day fee and only pay for staff.

Commissioner Loucks made a motion to amend the motion to approve Angel Prints Corporation: Municipal Complex Facility Use Application to waive only the half day fee and pay for staff. The motion died for lack of a second.

There was no further discussion and the motion to approve Angel Prints Corporation: Municipal Complex Facility Use Application and waive all the fees passed unanimously.

B. Planning

1. Resolution 2023-03 – Whitley Furniture Building Encroachment Agreements and Stormwater Easement Agreement

Michael Clark asked the Board to consider granting encroachments onto a Town-owned alley behind the properties comprising Whitley Furniture in exchange for the owners granting the Town a stormwater drainage easement.

The Town owned a 20' wide alleyway between Whitley Furniture and the railroad right of way operated by Norfolk Southern. Property surveys of Whitley Furniture revealed portions of the buildings located at 101, 113, 117, 121, and 125 W. Vance were constructed partially within the alley. The encroachments, varying from 1-foot to 8.4 feet, have existed for more than 70-years.

The alley, accessible via S. Arendell Avenue, has not been maintained by the Town and was used nearly exclusively for accessing the rear of the commercial buildings housing Whitley Furniture. The owners intended to sell properties comprising Whitley Furniture, either in whole or piecemeal, and have requested the Town memorialize the terms upon which those encroachments may remain in the alley. In exchange for the encroachments, the Town negotiated a stormwater drainage easement, from the owners, across the property for the W. Horton Street Stormwater Improvement Project.

Commissioner Loucks asked if there were other areas in Town that allowed an encroachment into public right of way. Michael Clark stated this situation was common in other municipalities and were discovered on a case-by-case scenario.

Commissioner Clark made a motion to approve Resolution 2023-03. The motion died for lack of a second.

Commissioner Harrison made a motion, second by Commissioner Miles to table Resolution 2023-03 for further discussion at the August 18, 2022 work session.

Commissioner Loucks asked the property owners if they would consider donating the lot for additional parking since nothing could be built on it.

Jay Estes stated it was approximately 35' of street frontage and asked to move it west to the far end of the property so it would not split the property. Michael Clark stated he would need to speak to the engineering consultant to ensure both the stormwater easement and construction would fit in the location. Jay Estate stated this was a beneficial trade off for the Town since that area was needed for access and would be a good solution for everyone involved.

Mark Schweibinz, Broker for the Estes family, stated the properties were being sold individually and parking was needed for the buildings. The easement was very valuable and was a great asset for the Town. There was a pending sale on one of the properties and waiting until the work session for a decision from the Board could hold up the sale.

Commissioner Clark stated this was helping bring businesses to downtown Zebulon. There was discussion about tabling the matter to discuss further at a work session.

Commissioner Miles stated he understood the urgency of the decision, but also wanted citizens to understand the value of the building.

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

C. Finance

1. Resolution 2023-05 – Lease Purchase Award (Excavator and Trailer)

Bobby Fitts stated the purchase of an excavator and trailer was approved with adoption of the FY 2023 budget. Staff solicited proposals from lenders to finance the acquisitions through an installment-purchase agreement with a 4-year term (five annual payments with first payment in advance). Requests for proposals were sent to eleven lending institutions on July 15, 2022. Proposals were received from Truist Bank and Signature Funding Corp. Truist Bank had a rate of 3.20% with no fees and a total cost of \$164,915.05 and Signature Public Finding Corp. with a rate of 3.411% with \$500.00 fees and a total cost of \$166,068.12.

Staff recommended approval of Truist Bank for the lease purchase.

Commissioner Clark made a motion, second by Commissioner Baxter to approve Resolution 2023-05. There was no further discussion and the motion passed unanimously.

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2. Resolution 2023-06 – Reimbursement Resolution – Financing of Excavator and 12-ton Trailer

Bobby Fitts explained given ordering lead time and stock availability, there was the possibility to purchase the two pieces of equipment before financing was in place. Resolution 2023-06 would officially declare the Town's intent to finance the purchases of these items with debt proceeds under NC General Statute 160A-20. It also declared the Town's intent to reimburse itself with said proceeds of the debt for expenditures incurred prior to the financing of the purchases.

Commissioner Baxter made a motion, second by Commissioner Loucks to approve Resolution 2023-06. There was no further discussion and the motion passed unanimously.

D. General

1. May 3, 2022 Special Called Meeting

Commissioner Baxter made a motion, second by Commissioner Loucks to approve the May 3, 2022 special called meeting minutes. There was no further discussion and the motion passed unanimously.

2. June 6, 2022 Regular meeting

Commissioner Baxter asked to have her Board comments from the June 6, 2022 meeting be captured verbatim.

Commissioner Baxter made a motion, second by Commissioner Miles to approve the June 6, 2022 regular meeting minutes as amended. There was no further discussion and the motion passed unanimously.

3. Board Meeting Schedule Change

Commissioner Baxter wanted to clarify that the Board of Commissioners meetings start at 7:00pm and the work session meetings started at 6:00pm.

Commissioner Baxter made a motion, second by Commissioner Loucks to approve the Board Meeting Schedule Change. There was no further discussion and the motion passed unanimously.

4. Budget Adjustments

Commissioner Baxter made a motion, second by Commissioner Miles to recommend an adjustment to the budget to use the \$175,000 that was allocated for staff bonuses to address the pay compression in the Fire and Police departments.

Commissioner Loucks wanted to know if the Board would receive a list of what the salary adjustments would be for the Fire and Police Department employees.

Joe Moore stated the pay compression was addressed in the FY 2023 budget. Staff could do an analysis of the pay if the Board wanted to consider additional addressing of pay.

Commissioner Baxter made an amendment to the motion to direct staff to do an analysis about further addressing of the pay in the Fire and Police Departments. Commissioner Miles amended his second to reflect the same.

There was no further discussion and the motion passed with a vote 3 to 2 with Commissioners Baxter, Loucks and Miles voting in favor and Commissioners Harrison and Clark voting in opposition.

5. Ordinance 2023-01 – FY '22 Project and Program Rollovers

Commissioner Miles asked about the upgrades that were done at the Police station. Chief Boykin spoke about the upgrade needed to record interviews in the interview rooms and how it would be used.

Commissioner Clark made a motion, second by Commissioner Miles to approve Ordinance 2023-01. There was no discussion and the motion passed unanimously.

6. Ordinance 2023-02 – FY '22 Donations and Grants Rollovers

Commissioner Miles inquired about the BCBS wellness grant. Bobby Fitts explained the grant for wellness was awarded from BCBS when the Town switched insurance providers last year. This rolls the funds to stay in the wellness line item.

Commissioner Miles asked what was included in community policing. Chief Boykin stated it was anything that allowed police to engage the community in a non-enforcement way and gave multiple examples.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve Ordinance 2023-02. There was no discussion and the motion passed unanimously.

7. Resolution 2023-07 – 2022 Governor's Highway Safety Program Grant Application

Commissioner Miles wanted a copy of the contract. Staff would provide a copy once it was executed.

Commissioner Baxter made a motion, second by Commissioner Loucks to approve Resolution 2023-07. There was no discussion and the motion passed unanimously.

8. Business Development Update

Commissioner Loucks asked staff for a business development update. Michael Clark stated Roses was not leaving its current location, Planet Fitness was looking for a location and Popeyes and Tractor Supply were moving forward. Staff encouraged everyone to visit the Town's webpage to see what was coming to Town by looking on the interactive development map.

BOARD COMMENTS

Commissioner Loucks stated Rock the Block was August 12, wished the Zebulon Chamber of Commerce a Happy 75th Anniversary and encouraged everyone to take the branding survey.

Commissioner Harrison encouraged people to be kind to educators and students as school started back.

Commissioner Clark stated it was nice to be back after the Board's July break.

Commissioner Miles congratulated Kerrigan Brown who was competing for the title of Miss America Outstanding Teen, reminded everyone about Rock the Block on August 12, thanked citizens for coming to the meeting, recommended Armando's Pizza and thanked staff for their dedication to improving the Town.

Commissioner Baxter spoke about the Advanced Leadership class she attended at the School of Government and encouraged citizens to pick up a copy of the new Resident's Guidebook.

Mayor York thanked Commissioner Miles, Commissioner Loucks and Joe Moore for attending the Wake County Commissioners' work session. Mayor York enjoyed the Miss Zebulon Outstanding Teen sendoff reception and wished Kerrigan Brown well at the Miss America Outstanding Teen pageant. Mayor York stated he was appointed to the NCLM legislative committee and congratulated Commissioner Baxter for completing the Advanced Leadership program.

MANAGER'S REPORT

Joe Moore stated the next meeting was the August 18 work session and spoke about the topics to be discussed at the meeting. The mini retreat was scheduled for September 8 and regular meeting would be September 12.

Mayor York stated Wake County Commissioner Vicky Adamson came out and toured Five County Stadium and Wake Weekly reporter, Junious Smith's last day was today.

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

Adopted this the 12th day of September 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

Zebulon Board of Commissioners
Budget Work Session
Minutes
August 18, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Larry Loucks, Jessica Harrison, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Bobby Fitts-Finance, Chris Perry-Fire, Chris Ray-Public Works, Sheila Long-Parks and Recreation, Jacqui Boykin-Police, Michael Clark-Planning, Eric Vernon-Attorney

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

APPROVAL OF AGENDA

Commissioner Baxter made a motion, second by Commissioner Loucks to amend the agenda to add non-fraternization policy, dissemination of information and rules of procedure.

Joe Moore stated staff would bring a rough draft of the personnel policy to the Board at their October work session. Staff was also bringing sample procedures from Wake County and the Town of Faison at the September work session. The Board could consider waiting until they had the full documents prepared by staff.

Joe Moore stated he held monthly meetings with each Board member to prepare them for Board meetings and was a time to ask questions. If a Board member felt they were not getting information they wanted, they were encouraged to go directly to the Town Manager or any department director.

Commissioner Baxter stated the dissemination of information was an emergent issue.

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

NEW BUSINESS

A. Five County Stadium Upgrades

Joe Moore stated in 2021 Major League Baseball announced changes to its Minor League system, including a new set of standards for minor league stadiums and facilities referred to as "Player Development League" or "PDL" standards. Each Major League Team's affiliate stadiums have been evaluated and were expected to meet new standards by 2025. Five County Stadium, leased to the Carolina Mudcats and jointly owned through an Interlocal Agreement by Wake County and the Town of Zebulon, required significant renovations to meet the PDL standards. The purpose of the presentation was to: 1) provide the Board with greater detail of the PDL Standards and recommended improvements, and 2) solicit Board comments and feedback for consideration in an amended Lease Agreement with the Mudcats and Interlocal Agreement with Wake County. Staff will return these amendments for Board consideration at a future meeting.

Board of Commissioners
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Emily Lucas, from Wake County, gave a PowerPoint presentation on the stadium explaining the stadium was jointly owned through the ILA with Wake County owning 85% and the Town owning 15%. The stadium lease was up for renewal in 2023.

Tyler Barnes, from the Milwaukee Brewers, stated Major League baseball took over the facility standards for Minor League baseball and gave stadiums until 2025 to come into compliance. Detailed information about the PDL standards was explained. It was stated fan attendance was up 30% from the prior year and there was discussion about potential growth opportunities.

A Master Plan was developed to include capital improvements for the fan experience. The proposed improvements were in levels with various focus areas:

- Level 1 - Base improvements
- Level 2 - Enhanced improvements
- Level 3 - Fan experience improvements
- Level 4 - Public playground/concessions
- Level 5 - Upgrades to the sky lounge and suite renovations

Ms. Lucas gave examples of the fan experience improvements. Based on the work that was done with the Town, Milwaukee Brewers and Wake County, Emily Lucas recommended the PDL enhanced improvements level 1 and 2. The next steps and timeline were reviewed.

Joe Moore stated the Board had a couple of months until the proposed lease would be brought before them.

Commissioner Loucks wanted to see the stadium used for other events. Tyler Barnes agreed that the stadium should be used as much as possible and spoke about the costs associated with hosting events. With the fan upgrades the seat capacity would decrease to 4,500, but the stadium could still hold 6,000.

Tyler Barnes was doing research on ways to have events that would impact the stadium economically but would not damage the field and would share that information with the Board.

Commissioner Clark stated it was important to stop adding amendments to the original lease and there needed to be a new lease prepared.

Emily Lucas spoke about the funding streams.

Commissioner Baxter asked what percentage Major League Baseball was willing to contribute for the upgrade costs. Mr. Barnes clarified that Major League Baseball was not funding anything for the stadium it would be the Brewers.

Commissioner Baxter asked who was responsible for staffing and securing the proposed playground during non-game days. Ms. Lucas explained the playground was a long-term vision but would not know the specific details until the PDL details were made.

There was a suggestion to increase the lease term.

Discussions were had about the fan improvements and what would help increase fans and revenues. The details would be looked at and agreed upon in the lease.

Commissioner Miles wanted to see an increase in the game tickets the Town received and inquired about the possibility of recreational vehicle connections.

It was explained the Mudcats' annual loss this year would be around \$400,000. Mr. Barnes stated the updated stadium, fan experiences and marketing tools would raise the ceiling on ticket sales.

There was discussion about the possibility of the Town hosting a movie night at the stadium.

Mayor York asked about the security at the stadium and how the Town Police Department would be involved. The security updated was more about the infrastructure and would not involve Town staff.

There was an explanation of the differences of class A, AA and AAA.

Mayor York thanked Wake County and the Brewers for all their work on the project and stated the stadium was nice but was excited to see the upgrades.

Commissioner Loucks suggested the Board have another tour of the stadium to see inside the facilities and to discuss the proposed upgrades.

B. Mental Health Update

Jacqui Boykin introduced Rick Shrum the Chief Strategy Officer and Andi Curtis the Manager of Government Affairs both from Wake Med.

Rick Shrum spoke about WakeMed's strategic plan and mental health. There was discussion about how WakeMed's Emergency Department handled mental health services and how the needs have significantly increased over the past two years. Last year over 300 people from the Zebulon Community came to WakeMed seeking mental health care.

The Police Department experienced a 54% increase in the number of mental health responses since 2010. The increase impacted the Zebulon Police Department. Mental commitments removed an officer from Town for roughly three hours at a time.

In response to these inclines, WakeMed created the Behavioral Health Network. Mr. Shrum spoke about how WakeMed was working to make sure patients received the right treatment more quickly. WakeMed's next big contribution to our community was a Behavioral Health Hospital and spoke about the highlights of that plan.

Andi Curtis spoke about the results of the community survey showing mental health being the number one impact to the community. There was discussion about how Zebulon and WakeMed could partner together to serve those in need. The Board was asked to consider a financial

contribution, to advocate with residents and elected officials and to write a letter of support for WakeMed's plan to build a mental health facility. Ms. Curtis encouraged the Board to reach out to her with any questions or information to share about the community.

Commissioner Harrison asked out of the 307 people who were served in Zebulon how many were youth. Mr. Shurm estimated the number to be about 20%.

Commissioner Miles asked about the Town's crisis and intervention training. Chief Boykin stated the State had a program that the Town had worked into the career development ladder. The goal was for every patrol officer to have crisis and intervention training.

There was discussion about how Zebulon residents would benefit and be able to take advantage of a new mental health care facility. The goal was to keep mental health patients out of the emergency rooms and to get early identification and intervention.

There was a five-minute recess.

Mayor York called the meeting back into session at 8:00pm.

C. Special Event Public / Private Partnership Policy

Sheila Long spoke about the special events policy review and how it fit with the 2030 Strategic Plan. The process for a private planned street event and a private planned Town Hall event was detailed. When someone requested an event, the event review group would meet to discuss logistics, code requirements and details for each event.

The draft policy was given to the Board for their review and feedback. The policy was a guide for staff, event planners and the Board, gave clear expectations, was a managing tool and explained the deadlines and fees.

There was discussion about conditions for fee waivers. Some suggestions mentioned included: a group had a presence in the community, benefited the community and could only have their fees waived once per year.

Commissioner Baxter stated there needed to be some set standards for a group's fees to be waived. Commissioner Harrison agreed and asked for staff to create those standards for the Board's review.

There were discussions about the application period, non-street event spaces, street closure frequency and social districts.

Sheila Long created a tiered system for events with three tiers based on their impact and size.

There was discussion about street closures impacting businesses. Commissioner Baxter asked to see the same type of tiered system to have as a go-by for future events.

Commissioner Loucks asked to have the topic of the Town taking over the responsibility of the Downtown streets added to a retreat agenda.

The Board was asked if they wanted staff to draft a social district policy for special events. Some expressed concerns about enforcement and the parameters of the district being confusing during an event. Staff was asked to add the topic to a retreat agenda for further discussion.

Sheila Long asked the Board to reach out to her with any thoughts or comments they may have to help develop the policy and would email the draft to the Board.

OLD BUSINESS

A. Board Compensation

Joe Moore stated at the June 13, 2022, work session, the Board made a motion to table the discussion of Board salaries until their August work session. Staff was available to initiate further research on the topic per Board direction. A spreadsheet of 12 other municipalities' population, Board's salary and benefits was passed out to the Board.

Zebulon's Mayor's annual compensation was \$12,663 and the Commissioners' annual compensation was \$5,371. The Mayor was provided a cell phone and the Board did have a travel and training budget of \$3,833 for the Mayor and \$2,833 for Commissioners. In the FY 23 budget there was \$15,000 allocated for computers/ipads. The Town paid the Board's health, dental and vision insurance which was estimated to be \$6,417.36 per person per year.

Commissioner Miles stated if he worked 80 hour per month it equated to \$5.60 per hour but did not include the health insurance compensation. If the insurance benefits were included, it was approximately \$12.28 per hour.

Commissioner Loucks and Commissioner Clark asked for Board compensation to be added as a future retreat item.

Commissioner Miles stated the Town was growing and the salary should adjust as we grow.

Mayor York asked staff to research what other similar sized towns estimated their average hours to be. Joe Moore stated the Board would receive more accurate answers by talking to their fellow elected officials. Commissioner Loucks suggested Mayor York email other local mayors for the information.

Commissioner Baxter stated she discussed this topic at City Vision. Representatives of the Town should not have to pay out of their own pocket to serve the community and would like to see this item added to a future retreat agenda.

B. Whitley Furniture Building Encroachment Agreements and Stormwater Easement Agreement

Michael Clark stated this topic was tabled by the Board of Commissioners at their August 9, 2022 meeting for further discussion. Resolution 2023-03 entailed two components, the approval of the Encroachment Agreements and the Stormwater Easement Agreement.

Board of Commissioners

Minutes

August 18, 2022

Mark Schweibinz, Broker for the Estes family, handed out a packet to the Board and spoke about the encroachment measurement and stormwater easement.

Commissioner Baxter stated she was comfortable with the encroachment measurement of 8.3 ft. Commissioners Loucks, Harrison and Clark were in agreement.

Commissioner Miles inquired about the buildings selling price per sq. ft. Mr. Schweibinz stated it was approximately \$90 per sq. ft.

Michael Clark stated this agreement allowed them to retain existing structures in capacity and did not allow businesses to extend into the area. The Town would gain the stormwater easement and spoke about what could be done on the property. Staff recommended approval of Resolution 2023-03.

Commissioner Baxter asked that the concrete pad be removed from the Resolution since it extended further than 8.3 ft.

Jay Estes gave details of the concrete pad and stated the family was in agreement to remove the concrete pad.

Commissioner Baxter made a motion, second by Commissioner Miles to approve Resolution 2023-03. There was no further discussion and the motion passed unanimously.

There was a five-minute recess.

Mayor York called the meeting back into session at 9:32pm.

C. Non-fraternization Policy

Commissioner Baxter had written a draft non-fraternization policy and passed it around to the Board. It was stated that staff was in the process of updating the personnel policy and Commissioner Baxter wanted to make sure what was being written was in accordance with what the Board wanted.

Commissioners Clark, Harrison and Miles expressed interest in waiting to see what staff presented and then discuss at that time.

Commissioner Loucks explained the current policy was updated two years ago and asked the Board to get a copy of the personnel policy if they did not already have one.

Staff planned to present the updated personnel policy at the October work session.

Commissioner Baxter was fine with waiting until the October work session but wanted to see something similar to the non-fraternization policy she had written.

There was a question if other municipalities in Wake County had non-fraternization policies. Staff would research and present to the Board at their October work session.

Board of Commissioners
Minutes
August 18, 2022

Mayor York asked that the document be vetted by the Town's legal staff.

It was confirmed that the draft non-fraternization policy had not been vetted by the Town attorney.

There was discussion about how the personnel policy was being re-written.

Commissioner Harrison stated policing a non-fraternization policy could be challenging but stated a policy especially as it related to sexual harassment was important.

There was consensus among the Board to revisit the policy at the October 20 work session.

Lisa Markland suggested bringing the policy back to the Board when it was fully written and not held to the October 20 date if it was not finished by that time.

Commissioner Loucks suggested staff just write the non-fraternization policy by the October 20 work session and not the entire personnel policy.

Commissioner Clark stated there was already an existing non-fraternization and this was not an urgent matter.

Commissioner Baxter asked staff to prepare the non-fraternization policy by the October 20 work session for discussion. The Board was in agreement.

D. Dissemination of Information

Commissioner Baxter passed around a Resolution for dissemination of information and stated it had been vetted in the past by the Town Attorney.

Commissioner Baxter stated there needed to be a policy and procedure for the Board to receive information that was requested in a timely matter.

The Board was reminded by Commissioner Clark that everyone on the Board was asking the Town Manager questions it would be impossible to address them all and suggested putting the questions together or an additional meeting for Board members.

Commissioner Loucks stated the monthly meetings were very informative and at times shared helpful information with other Board members.

There was discussion about expectations of answers from questions asked by the Board and the Board's monthly meetings with the Town Manager.

Commissioner Clark wanted the document to be changed to a policy and not a resolution.

Commissioner Loucks wanted to see the weather camera at Town Hall completed within the next six weeks.

It was stated the Board would revisit the procedures policy at a later date.

Board of Commissioners

Minutes

August 18, 2022

Joe Moore stated staff would bring the policy back for review at the September 15 work session. Commissioner Loucks asked if the work session could be moved since he would be out of town that day. There were speakers scheduled for that meeting and staff would need to see if they could be rescheduled. It was explained the general statutes were written to give transparency of the Board with a regular meeting schedule. Changing meeting dates made it difficult for citizens to know when the meetings were scheduled.

E. Rules of Procedure

Commissioner Baxter passed around a draft Rules of Procedure and stated it was in alignment with Wake County and how they prepared their agenda with their Board.

Staff was working on a Rules of Procedure policy and would be brought before the Board at their September 15 work session.

Mayor York congratulated Commissioner Loucks on his retirement.

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

Adopted this the 12th day of September 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk



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

TEL 919 856 6180
FAX 919 856 5699

SIG HUTCHINSON, CHAIR
SHINICA THOMAS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
MARIA CERVANIA
SUSAN EVANS
JAMES WEST

August 16, 2022

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 August 15, 2022, 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 cursive script that reads "Yvonne Gilyard".

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details
06/01/2022 - 06/30/2022

DATE
07/05/2022

TIME
12:57:01 PM

PAGE
1

ZEBULON

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS REAL ESTATE ACCOUNTS											
819366	30,485.99	0.00	0.00	0.00	30,485.99	06/27/2022	0000005646	2021	2021	000000	GLAXO INC
819365	30,485.99	0.00	0.00	0.00	30,485.99	06/27/2022	0000005646	2020	2020	000000	GLAXO INC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS		60,971.98	0.00	0.00	0.00	60,971.98	2	Properties Rebated			
TOTAL REBATED FOR ZEBULON		60,971.98	0.00	0.00	0.00	60,971.98	2	Properties Rebated for City			



Wake County Tax Administration

Rebate Details
06/01/2022 - 06/30/2022

DATE
07/05/2022

TIME
12:57:01 PM

PAGE
1

ZEBULON

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR	OWNER TYPE
Grand Total:	165,700.17	672.08	668.85	0.00	167,041.10		96	Properties Rebated for All Cities		

Topic: FY 2023 Monthly Financial Statement Update

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

Prepared by: Bobby Fitts, Finance Director

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

Executive Summary:

A monthly report summarizing the status of the Town's revenues and expenditures.

Background:

The attached financials include information from Fiscal Year 2023. The enclosed statements are through August 22, 2022.

Information:

Expenditures

Approximately 2 months into Fiscal Year 2023, the Town has spent approximately 10% (~\$2,026,000) of its General Fund budget of \$19,836,020. Some departments with higher expenditures reflect large purchases made early in the fiscal year (e.g., annual property & liability and workers compensation premiums).

Revenues

- Property Tax (the Town's largest revenue stream)
 - + FY 2023 collections: \$306,144 collected to date (~ 3.4% of budget).
 - + Observations:
 - # 3.3% less than collected last fiscal year (\$316,560).
 - # One month of vehicle taxes have been collected for FY 2023.
- Sales Tax (second largest revenue stream): FY '23 reporting not available (reports lag 3-months)
- Utilities Sales Tax (5% of revenue stream):
 - + The first distribution of FY 2023 will not be received until December 15
 - + Reflects natural gas and electricity sales and heavily weather dependent
- Permits & Zoning
 - + \$12,921 collected total (5% of budgeted revenues (\$250,000))
 - + 242.3% more than what was collected this time last fiscal year (\$3,775).
- Transportation Impact Fees
 - + \$96,137 collected to date
 - + 449% more than what was collected last fiscal year (\$21,392).
 - + Revenue placed in reserve for transportation projects to be spent within 10 years
 - + A TIF study is budgeted in FY 2023 to calculate a fee more reflective of new construction costs, and more equitable based on market conditions.
 - + The current TIF balance is projected to complete the Green Pace @ N. Arendell signal project.

Policy Analysis: N/A

Financial Analysis: Budgeted revenue in FY 2023 is \$19,836,020 while year to date revenue collected is \$992,576 (5% of budgeted). Budgeted revenue includes \$3.8M Fund Balance.

Staff Recommendation:

No staff recommendation or Board action is necessary. These are informational only.

Attachments:

1. General Fund Fiscal Year 2023 Expenditure Statement and Revenue Statement (as of August 22, 2022)

ZEBULON

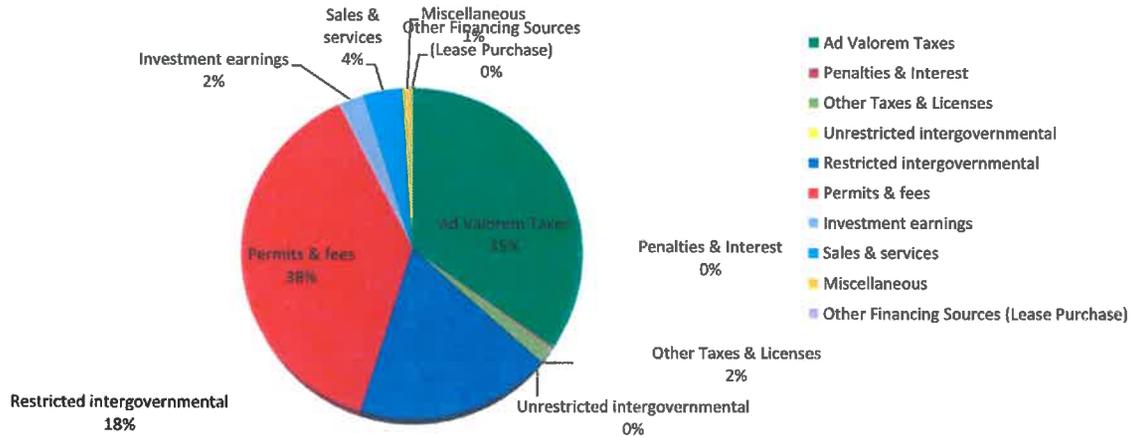
NORTH CAROLINA

TOWN OF ZEBULON
 Revenue Statement: 2022 - 2023
 for Accounting Period 6/30/2023
 GENERAL FUND

As of 8/22/2022

<u>Revenue Categories</u>	<u>Estimated Revenue</u>	<u>Revenue YTD</u>	<u>% Collected</u>	<u>% of Total Revenue YTD</u>
Ad Valorem Taxes	\$9,152,000	\$346,577	3.8%	34.9%
Penalties & Interest	\$15,000	\$1,980	13.2%	0.2%
Other Taxes & Licenses	\$175,500	\$16,505	9.4%	1.7%
Unrestricted intergovernmental	\$2,576,800	\$0	0.0%	0.0%
Restricted intergovernmental	\$2,104,900	\$178,409	8.5%	18.0%
Permits & fees	\$756,750	\$376,168	49.7%	37.9%
Investment earnings	\$3,000	\$25,722	857.4%	2.6%
Sales & services	\$943,400	\$37,565	4.0%	3.8%
Miscellaneous	\$72,000	\$9,649	13.4%	1.0%
Other Financing Sources (Lease Purchase)	\$155,000	\$0	0.0%	0.0%
Fund Balance Appropriated	\$3,881,670	\$0	0.0%	0.0%
Total Revenues	\$19,836,020	\$992,576	5.0%	100%

Town of Zebulon General Fund % of Total Revenue To Date - FY 2023





TOWN OF ZEBULON
Expenditure Statement:2022 - 2023
for Accounting Period 6/30/2023
GENERAL FUND

As of 8/22/2022

<u>Dept #</u>	<u>Department</u>	<u>Approp Amount</u>	<u>Expenditure YTD</u>	<u>% Exp.</u>
410	GOVERNING BODY	\$468,715	\$25,464	5.4%
420	FINANCE	\$460,200	\$69,753	15.2%
430	ADMINISTRATION	\$1,529,088	\$156,757	10.3%
490	PLANNING AND ZONING	\$655,280	\$110,921	16.9%
500	PUBLIC WORKS-PROPERTY & PROJECT MGMT	\$2,123,413	\$152,713	7.2%
510	POLICE	\$3,489,892	\$434,314	12.4%
520	PUBLIC WORKS-OPERATIONS	\$4,536,002	\$301,616	6.6%
530	FIRE	\$3,086,718	\$315,900	10.2%
570	POWELL BILL	\$513,772	\$196,866	38.3%
620	PARKS & RECREATION	\$1,850,040	\$257,118	13.9%
690	COMMUNITY & ECONOMIC DEVELOPMENT	\$1,122,900	\$4,340	0.4%
	Total Expenditures	\$19,836,020	\$2,025,762	10.2%

Topic: Fiscal Year 2023 Meeting Schedule

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 a meeting schedule for the remainder of 2023 fiscal year.

Background:

Traditionally, the Board of Commissioners adopts a 12-month Meeting Schedule for the calendar year at their December Regular Meeting. The 12-month duration of this schedule may not provide the Board a long enough window to plan the discussion of long-term programs and projects. The calendar year orientation may also undercut the connection of these discussions with the Budget Ordinance that funds them. The proposed meeting schedule adds onto the current schedule to create the foundation for what will be an 18-month meeting schedule.

While the Board schedules meetings on the calendar year, the discussions themselves are related to, and influence, the fiscal year. A fiscal year meeting calendar can reinforce for citizens how the series of individual policy decisions made by the Board is focused upon, and connected to, the adoption of an annual budget. The proposed Meeting Schedule includes dates for January through June of 2023.

The Board of Commissioners are addressing increasingly complex policy issues and capital projects with longer timeframes to plan and execute. The 2022 Meeting Calendar introduced Mini-Retreat meetings as a means for the Board to discuss aspects of certain topics, such as economic development and capital project funding, in greater detail through on-site visits or retreats. The proposed Meeting Schedule includes the addition of Mini-Retreats in January and March of 2023, and a traditional Retreat in February 2023.

The Board of Commissioners are addressing an increasing number of policy issues. The proposed Meeting Schedule includes Work Sessions in January, February, March and April of 2023, and four Work Sessions dedicated towards the Budget from May to June 2023. The Meeting Schedule also proposes starting those Work Sessions earlier in the day at 2 PM.

Discussion:

The discussion before the Board is whether to adopt the FY '23 Meeting Schedule.

Policy Analysis:

The purpose of the statutes on Meetings of Public Bodies (“Open Meetings Law”) “is to insure 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”.¹

¹ Student Bar Association Board of Governors of School of Law, University of North Carolina at Chapel Hill v. Byrd, 293 NC 594, 604 (1977).

STAFF REPORT
FY '23 MEETING SCHEDULE
SEPTEMBER 12, 2022

If a public body holds regular meetings at a fixed time and place, the law requires the schedule be filed with the Town Clerk and posted on the website. If Boards do not hold Regular Meetings, then all of their meetings are Special Meetings.

Staff Recommendation:

Staff recommends adopting the Fiscal Year 2023 Meeting Schedule, inclusive of the addition of Mini-Retreats and Work Sessions beginning at 2 PM.

Attachments:

1. Fiscal Year 2023 Meeting Schedule

**ZEBULON BOARD OF COMMISSIONERS
FY 2023 MEETING SCHEDULE**

**FY 2023 Regular Meeting Schedule
Meeting Day and Date**

Monday	January 9, 2023
Monday	February 6, 2023
Monday	March 6, 2023
Monday	April 3, 2023
Monday	May 1, 2023
Monday	June 5, 2023 Budget Public Hearing

Regular Meetings will begin at 7:00pm--unless otherwise advertised

**FY 2023 Work Session Schedule
Meeting Day and Date**

Thursday	January 19, 2023	
Thursday	February 16, 2023	
Thursday	March 16, 2023	
Thursday	April 20, 2023	
Tuesday	May 9, 2023	} Budget - No Additional Items
Wednesday	May 17, 2023	
Thursday	May 25, 2023	
Monday	June 13, 2022	Budget (if necessary)

Work Sessions will begin at 2:00pm--unless otherwise advertised

**FY 2023 Retreat Schedule
Meeting Day and Date**

Thursday	January 26, 2023	
Thursday	February 23, 2023	} Board Retreat
Friday	February 24, 2023	
Thursday	March 23, 2023	

Retreats will begin at 9:00am--unless otherwise advertised

STAFF REPORT
RESOLUTION 2023-12
ORDINANCE 2023-06
CHRISTMAS PARADE
PUBLIC EVENT APPLICATION
SEPTEMBER 12, 2022

Topic: Resolution 2023-12 and Ordinance 2023-06 – Christmas Parade
Speaker: Sheila Long, Parks & Recreation Director
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 by The Zebulon Chamber of Commerce to hold a Christmas Parade in public right-of-way on Saturday, December 3rd, 2022.

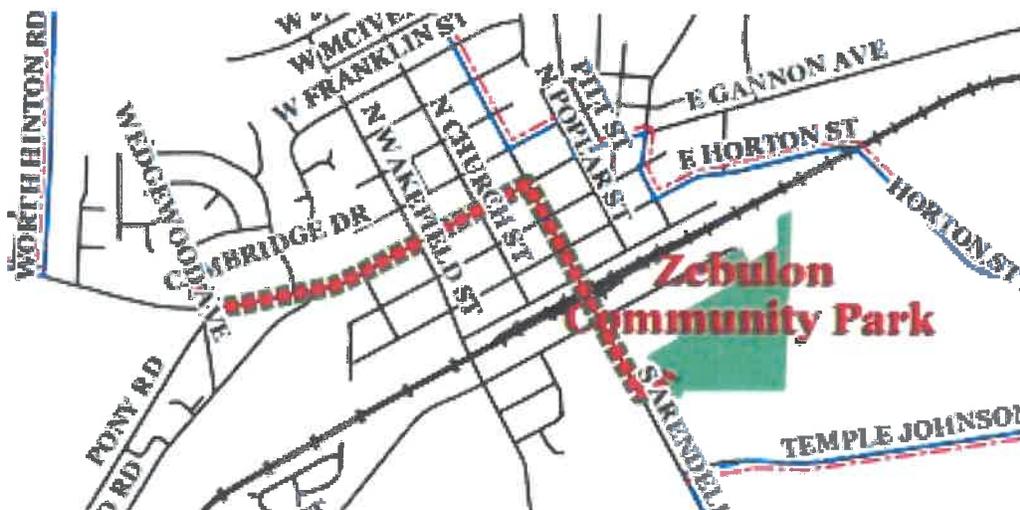
Background:

Community input gathered during the development of Zebulon’s 2030 Strategic Plan revealed the desire for “more community events/activities”. In response, the Town funded, organized, and staffed the 2019 Tree Lighting Festival.

As discussed during the 2020 Retreat, the Town can more efficiently and effectively create more community events by indirectly encouraging and supporting the private and non-profit sectors in their efforts to host functions on public property and right of way. Indirect encouragement and support is accomplished through Town infrastructure, such as the Alley Activation projects that provide space and electricity, and Town services, such as the permitting, logistics, or operational support that facilitate the events.

The Zebulon Chamber of Commerce (Chamber), a 501(c)3 non-profit, submitted a request on July 13th to implement a Christmas Parade downtown on Saturday, December 3rd. An interdepartmental team reviewed the event request and worked collaboratively with the Chamber to discuss logistics and prepare an agreement.

Parade Route



STAFF REPORT
RESOLUTION 2023-12
ORDINANCE 2023-06
CHRISTMAS PARADE
PUBLIC EVENT APPLICATION
SEPTEMBER 12, 2022

Expectations for the Town and the Chamber are identified in the Road Closure for Events Agreement (attached). The agreement is consistent with that of the Juneteeth Parade as reviewed by both the Town Attorney and the Risk Manager for the Town's insurance. This agreement has been drafted for Board consideration.

The Chamber of Commerce will work closely with Zebulon Public Works and Police to close the public right of way and oversee the event. The exact time needed for the road closure will depend upon the number of parade entries. Staff will only shutdown roads when necessary to conduct the parade and maintain safety. The Chamber will be responsible for submitting an event request to NCDOT.

The anticipated size of the parade will require closure of Zebulon Community Park for staging in addition to street closures. The Community Center does not have standard operating hours on Saturdays and operates based on program demand. The Center will not operate programs past noon on December 3rd.

Discussion:

The discussions before the Board are as follows: 1) close Zebulon Community Park and Arendell Ave from the Park to Gannon Ave and Gannon Ave to J&M Chevrolet on Saturday, December 3, 2022 and charge fees by passing Resolution 2023-12 (Option A), or 2) close aforementioned properties and right of way on said dates and waive fees by passing Resolution 2023-12 (Option B) and Ordinance 2023-06.

Note: If the Board waives any fees associated with this event, all Board members who serve in leadership positions on the non-profit must identify their role and request recusal from the vote.

Policy Analysis:

The proposed event is consistent with the following focus areas and goals of the Board-adopted *Zebulon 2030* Strategic Plan:

Vibrant Downtown: We will have a clean, attractive, and historic downtown with a variety of special events, entertainment, shops, restaurants, businesses, and housing to serve as the heart of Zebulon, providing a gathering place for the community and a destination for visitors, by:

- developing events, entertainment, and cultural attractions to draw people downtown

Small Town Life: We will preserve and enhance our small-town feel by developing more activities and locations to gather with family and neighbors, making Zebulon a safe, connected, family friendly and walkable town, by:

- promoting more community events and festivals
- enhancing and creating more community gathering places

STAFF REPORT
RESOLUTION 2023-12
ORDINANCE 2023-06
CHRISTMAS PARADE
PUBLIC EVENT APPLICATION
SEPTEMBER 12, 2022

Growing Smart: Our community is growing, and we will plan for the growth with appropriate staffing and service levels to address land use and traffic concerns; promote economic development and preserve the affordability of our community, by:

- Pursuing economic development opportunities with our community partners
- Maintaining appropriate staffing to support expected service levels for the growing community

The proposed event is consistent with, and specifically addresses a recommendation of, the Board-adopted *Play Zebulon* Parks and Recreation Master Plan by increasing “community-based events and identify opportunities to support and encourage private organizations and partners to offer events”.

While the Town has closed public rights of way for Town-sponsored events, such as the Tree Lighting Festival, there isn’t a regulatory mechanism within the Code of Ordinances to close public rights-of-way for private functions. The closest guidance is found in the Police Chief’s authority to permit parades (Code § 98.02). Absent a text amendment to the Town’s Code of Ordinances allowing private use of public space for public purposes, adopting a Resolution recognizing the event’s consistency with adopted public purpose and the Board’s utilization of statutory authority to temporarily close rights-of-way (NCGS §160A-296) is necessary.

Staff is drafting a special event policy for Board consideration to provide clear guidance for the Board, the community, and Staff moving forward.

Fiscal Analysis:

The Town’s fee schedule does not identify a fee associated with street closures, although there would clearly be costs borne both by the Town in closing a street and overseeing an event. The fee schedule addresses hourly rates for staff and equipment. Should the Board not waive fees for the Chamber, the fee schedule will be applied to their event. In addition, the off-duty rate for police officers is \$35 per hour. The use of Town resources and anticipated direct, day of costs to the Town to support this event if fees are waived are noted as follows:

- Public Works estimates \$3200 to support the parade.
 - 11 staff members at over time rates
 - Equipment rental
- The Police Department estimates \$2000 to oversee the street closure and safety.
 - 17 Police officers at an overtime rate,
 - 5 part time officers
 - 4 command staff (not eligible for overtime)
- The Parks and Recreation Department estimates \$700 to oversee impact and support on the park during staging.
 - 3 full time staff members at overtime rates
 - 1 staff member not eligible for overtime

STAFF REPORT
RESOLUTION 2023-12
ORDINANCE 2023-06
CHRISTMAS PARADE
PUBLIC EVENT APPLICATION
SEPTEMBER 12, 2022

- The Fire Department estimates \$550 to staff a second truck due to the emergency response impacts of closing Arendell Ave and Gannon Ave.
 - (2) Firefighters
 - (1) Driver/Operator
 - (1) Company Officer
 - (1) Chief Officer (for coordination purposes)

The Recreation Cost Recovery Policy provides some guidance on fee reductions and waivers for non-profits providing a recreational opportunity that is both free to the public and in-line with the Town's Strategic Plan. While allowed per policy, expenses incurred but authorized by the Board for fee reductions or waivers must be covered. If authorized, additional funds will be required to cover Police and Parks and Recreation overtime expenses.

Staff Recommendation:

Staff recommends the Zebulon Board of Commissioners approve the closure Zebulon Community Park (10:30 AM-4PM) and Arendell Ave from the Park to W Sycamore St to Wakefield St and ending on Barbee St at Todd's Park on Saturday, December 3, 2022 from 1:30PM to 5PM in support of the event planned and implemented by the Zebulon Chamber of Commerce.

Attachments:

1. Road Closure for Events Agreement
2. Chamber Application
3. Parade Route & Detour
4. Resolution 2023-12 to temporarily close right of way
 - a. Option A: Waive no fees
 - b. Option C: Waive fees
5. Ordinance 2023-06



Road Closure for Public Event Agreement & Expectations

The Town of Zebulon owns and manages the majority of streets within Town limits. The Town's Strategic Plan includes the following areas of focus: Grow Smart, Vibrant Downtown, and Small Town Life. The primary purpose of streets is to provide transportation access connecting businesses, residents, and visitors to Zebulon. When the impact is manageable it is common for streets to be closed for events made available to the public by private organizations. Private organizations may request closure of streets from the Town. All events must be evaluated on a case by case basis due to the complexity of closing streets and each town department will identify appropriate requirements necessary to approve a street closure for events.

GENERAL POLICIES

1. If the applicant ("Licensee") is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and supervising at all times.
2. Fees are charged in accordance with the adopted Fee Schedule and the Recreation Cost Recovery Policy.
3. Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all Zebulon Community Center rules and regulations and will require that all its attendees comply with same.
4. The Town of Zebulon or its agents will not be responsible for any accidents or personal injuries that occur during the leasing period. Licensee is responsible for the actions of the participants in their group and/or event.
5. The Town of Zebulon will not be responsible for any stolen or damaged goods.
6. Licensee is responsible for the cost of any professional repairs or replacement of any damages to Town assets or equipment.
7. The Town of Zebulon reserves the right to require Licensee to provide security for its event. In such cases, Licensee will be required to hire off-duty officers of the Zebulon Police Department at their designated rate. This fee will be paid directly to the hired police officer prior to the event starting or as directed by the Police Department. If a Zebulon Police Officer is not available, the Licensee may hire a "sworn officer" approved by the Town of Zebulon.

8. Licensee and permitted caterer will provide a general liability insurance policy (and liquor liability insurance policy if applicable) in the amount of \$1,000,000 (or higher dependent upon the size or nature of the event) per claim naming the Town of Zebulon as additional insured covering claims for injuries, deaths, and/or property damage arising out of the use of the premises by Licensee. Proof of this liability insurance coverage must be provided to the Town of Zebulon no later than 1 week prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund of any monies paid. In lieu of cancelling the event, the Town may seek and acquire an insurance policy that provides the required coverage. Should this occur, the licensee will be charged the reimbursement of 100% of the cost incurred by the Town plus a processing fee of \$250.
9. No alcoholic beverages are permitted to be sold, possessed, or consumed without the appropriate permit from the Alcohol Beverage Control Board. Persons holding such permit must be who provides the beverages to be consumed at the event. A copy of the ABC permit for providing alcoholic beverages at the event must be presented to the Town of Zebulon no later than 1 week prior to the event. Attendees cannot bring in their own alcoholic beverages. No brown bagging is allowed. All applicable Alcohol Beverage Control laws shall be complied with.
10. Nothing is to be installed to the streets, sidewalks, or other privately owned businesses that may cause damage to the property.
11. The Town of Zebulon reserves the right to make any public announcements.
12. Licensee's event shall end no later than 11:00pm, not to include clean up time. A later ending time than 11:00pm must be requested and approved by the Town's Special Events Committee during the application process.
13. Licensee's road closure is for the hours specified on Licensee's public event application that has been approved by the Town of Zebulon. This should include the time needed to setup and cleanup. Please make sure that you request enough time for set up and clean up. Licensee will be subject to additional charges for time that exceeds the approved hours.
14. Special Event (Event) applications should be submitted at least 120 days prior to the date requested. Use payment is due within five days of approval. No reservation is confirmed until payment is received.
15. A refundable security deposit equivalent to half of the facility use rate may be required. Assuming there are no damages to the Town's assets or equipment, the security deposit will be refunded within two weeks after the rental.

16. Licensee agrees that at all times the Event and all activities will be conducted with full regard to public safety and will observe and abide by all applicable regulations and requests by duly-authorized governmental agencies responsible for public safety and with the Town of Zebulon to assure such safety.
17. Walkable and ADA accessible ingress or egress to and from the event location and the impacted private property owners shall not be obstructed.
18. Licensee assumes all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyright music, movies, devices, processes or dramatic rights used on or incorporated in the Event.
19. The Town of Zebulon reserves the right to make cancellations to any road closure at any time due to public health, safety, and welfare concerns including after the event has commenced. Cancellation notices will be issued as far in advance as possible. All rental fees and deposits paid to the Town will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
20. Cancellations initiated by Licensee more than 30 days prior to the event date shall be granted a refund of paid fees and any deposits minus a \$25 administration fee. Cancellations initiated by Licensee within 30 days of the scheduled event shall be granted a refund of any paid deposits and 50% of the total rental fee. Cancellations initiated by Licensee less than 48 hours prior to a reservation shall be granted a refund of only any security deposit paid. There will be no refund of fees if cancellation occurs less than 48 hours prior to any scheduled event.
21. The Town of Zebulon reserves the right to refuse road closures to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Town.
22. Licensee must ensure that the impacted streets are left in a manner that is consistent with the way it was upon their arrival. Licensee is expected to make sure all trash, paper, cups, food, bottles, etc. is placed in the provided and appropriate containers. A cleaning fee will be charged to events that require Town staff cleaning of the streets. This will be calculated based on the staff resources required to address any issues and the adopted Fee Schedule. Trash and Recycling containers are provided; please recycle appropriately.
23. At the conclusion of the Event, Licensee will be expected to complete a final walk-through of the event area with Town staff to ensure that the event area is clean and free of damage, and that all provided equipment is accounted for, clean, and damage free. Licensee understands that they will be held financially responsible for any damages to the event area that may occur during the event and are responsible at all times for their guests' behavior. The Town of Zebulon endeavors

to provide and maintain a family atmosphere. The Town of Zebulon expects each user group to treat our public spaces with care and respect.

24. The Town of Zebulon reserves the right to alter these policies if necessary or it is in the best interest of the Town of Zebulon.

Event Specific Details and Requirements:

Licensee: Zebulon Chamber of Commerce
Location: Arendell Ave from the Park to Gannon Ave and Gannon Ave to J&M Chevrolet
Street Closure Time: Road closures may begin at 1:30. Anticipated reopen time is 5 PM.
Additional Closures: Zebulon Community Park for staging beginning at 11 AM, Zebulon Community Center beginning at 12:15 PM
Event Start Time: 2 PM
Event Purpose: Christmas Parade

Each Town department has reviewed the event request, the following items are expected:

1. The Town will provide barricades, traffic cones, NCDOT traffic signs and trash carts. The Public Works department will plan, set up, and break down the road closure. Fees for street closure services by Public Works will be applied according to the FY 22 fee schedule. This fee will be billed to the licensee unless the Board of Commissioners adopts a resolution waiving the fees.
2. Licensee is responsible for completing the [NCDOT Special Event Road Closure Form](#). The Police department will provide the detour route in coordination with Zebulon Public Works. The form is due to the NCDOT for authorization to close a DOT street no less than 60 days prior to the planned closure.
3. Licensee is responsible for contacting impacted property owners about the event and street closure as it will impact access to their property no less than three weeks prior to the event. Impacted properties for this event are identified as frontage properties along the parade route as well as those properties located within the square of the parade route. The Planning Department will provide a list of addresses to the Licensee. The Licensee shall provide the Town with a copy of print information that is shared with the affected property owners two weeks prior to the event and confirm with the Town that impacted property owners have been contacted.
4. The Licensee will need to coordinate with the Zebulon Police Department to secure 15 off-duty officers at the off-duty rate. This fee will be required by the licensee unless the Board of Commissioners adopts a resolution waiving the fees.

5. A meeting will need to be held no less than 2 weeks prior to the event in order to solidify the layout of your event and finalize details as it pertains to the Town. At this meeting, staff will need a final layout of the event, list of parade participants, plan of action and a contact list from the licensee.
6. Licensee must provide a point of contact at all times during the event to include set up and break down that is on site within the event grounds. The point of contact must be available for staff, vendor, and participant questions and concerns.
7. All planning aspects of this event are the responsibility of the licensee. Town staff will not be responsible for coordinating parade participants.
8. Should the event include horses, all horse manure must be removed by the license throughout the event. The Licensee must provide the Town with its plan to conduct manure removal two weeks prior to the event. This plan must be approved by the Public Works Department and the Police Department.
9. The licensee will provide 4 ADA equipped portable toilets and will coordinate with the Zebulon Public Works Department on where to locate each.
10. The Parks and Recreation Department will have 3 employees on site to oversee any impact of staging on Community Park and Center while ensuring support to parade participants from a park perspective are met.
11. It is the licensee's responsibility to develop and implement an application and guidelines for parade participants. In addition to guidelines the license will expect of participants, the Town requires the following guidelines to be included and enforced by the applicant:
 - a. All entries must be lined up by the designated time. Late arrivals will not be permitted to participate.
 - b. All entries must maintain movement throughout the parade. There should not be more than two car lengths between entries. Dance groups and other pedestrian entries must keep moving, with no stopping for performances.
 - c. Any motorized vehicle (ATVs and motorcycles included) must adhere to traditional traffic laws. No burning tires, revving engines, playing excessively loud music, or driving in an erratic manner. Participants must ride side by side in sets of two.
 - d. Candy may not be thrown from any moving vehicles or horses as it poses a danger to children seeking to collect candy. Candy may only be passed out by walkers along the parade route.
 - e. Participants may not be dropped off or picked up throughout the parade route. Participants should only stage and disburse from the designated area agreed upon by the Licensee and the Zebulon police Department.

- f. The applicant must provide the total length of their vehicle plus the trailer. Trailer lengths should not exceed 22 feet in order to safely navigate the identified parade route.

The applicant must include their plan to enforce guidelines throughout the parade route with the submission of a plan of action 2 weeks prior to the event.

12. The licensee will identify an ending location for the distribution of parade participants that is not the staging area or along the parade route in order to maintain a continued flow of the parade.
13. The Licensee will limit the parade to 75 parade entries. Up to 20 motor vehicles or horses will equal 1 parade entry. ATVs/motorbikes/horses should remain in groups of no more than 20, separated by other parade entries.
14. Licensee is responsible for maintaining a consistent flow of the parade and to address safety issues created by parade entry and guideline violations.
15. Coordination of any shuttle services provided by the licensee will be the responsibility of the licensee.
16. The licensee is responsible for developing and distributing all marketing materials related to this event. Use of Town logos in any marketing and/or promotional materials is strictly prohibited without prior written approval by the Town. The Town is not a sponsor or participant of the Event and licensee is strictly prohibited from referring to the Town as a sponsor or participant in the Event within marketing and/or promotional materials, in any manner, without prior written approval by the Town.
17. The Town will provide information to the public about the road closure for the event.
18. The Zebulon Police Department and Zebulon Public Works Department will only close streets as absolutely necessary for event activities during the time requested. If activities don't necessitate street closure during the entirety of the proposed road closure, the streets will be open to the public.
19. The licensee may utilize Zebulon Community Park and the Zebulon Community Center Parking areas for set-up and staging of the parade. The licensee shall coordinate with the Parks and Recreation Department to plan for staging. In the event of rain, the Town reserves the right not to authorize vehicles and floats to park on grass areas. No vehicles are permitted to drive or park on athletic fields.
20. Should the licensee authorize food vendors on Town property, the food vendor must meet all state and local requirements. The food vendor must provide the Town of Zebulon with a

Certificate of Insurance naming the Town of Zebulon as additionally insured no less than one week prior. Refer to general policies item #8 for more information regarding insurance coverage.

21. The licensee is authorized for activities and closures of streets, Zebulon Community Park and Community Center only as specifically identified in this road closure agreement and as adopted by the Board of Commissioners through resolution. The licensee may not begin event set-up prior to 11:00 AM on December 3rd, 2022 and the event must be cleaned up with streets reopened by 5 PM. The Community Center parking lot and facility will be utilized for Town programs until 12:15 PM.
22. Any missed deadlines may result in the cancellation of the event or rescinding of any offer to waive fees associated with the event. If the applicant seeks more time, it must contact the Town at least one business day before the deadline to discuss the possibility of an extension. An extension may be granted based on staff availability to continue town obligated logistics.
23. The Licensee hereby releases and holds harmless the Town and each of its officers, elected officials, employees and agents from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise from the activities related to the parade, including claims that arise out of negligence. The Licensee understands and acknowledges that this release discharges the Town from any liability or claim that the Licensee may that it may have against the Town with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Licensee's involvement in the parade. Licensee understand that the activities related to the parade in which the Licensee is involved may include activities that are inherently dangerous to the Licensee. Licensee hereby expressly assumes the risk of injury or harm to the Licensee from these activities and release the Town from all liability for injury, illness, death, or property damage resulting from these activities. Furthermore, Licensee shall cause each participant in the parade to sign, print name and date a release in the form set out below as a condition of participating in the parade:

"I, _____, (the "Participant") release and forever and hold harmless the Town and each of its officers, elected officials, employees and agents from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise from my participation in the activities related to the parade, including claims that arise out of negligence. The Participant understands and acknowledges that this release discharges the Town from any liability or claim that the Participant may that it may have against the Town with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the parade. Participant understands that the activities related to the parade in which the Participant is involved may include activities that are inherently dangerous to the Participant. Participant hereby expressly assumes the risk of injury or harm to the Participant from these activities and release the Town from all liability for injury, illness, death, or property damage resulting from these activities. Participant grants and conveys to the Town all right, title

and interest in any and all photographs, images, video or audio recording of the Participant or his likeness or voice made or used by the Town in connection with the Participant's involvement in the parade and related events."

A copy of signed waivers will be made available to the Town of Zebulon no less than 2 weeks prior to the event.

The undersigned Licensee certifies that it has read the above agreement and understands that it is responsible for Licensee and its guests adhering to the expectations at the event for which Licensee has requested use of public streets.

IF LICENSEE IS AN INDIVIDUAL:

Print Name: _____

Signature: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name)

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))

Town Manager's Signature: _____

Date: _____



Zebulon Events Committee Public Event Application

The events committee reviews public event requests that may impact town operations such as facility or street use, public safety and closing down a street in order to determine next steps to support safe and successful community events. For more information about the public event application process contact the Zebulon Parks and Recreation Department at (919) 823-1814 or slong@townofzebulon.org.

Applicant Information

Company/Organization Name: Zebulon Chamber of Commerce
Address: 815 N Arendell City: Zebulon State: NC Zip Code: 27597
Event Contact Person: John D. Saffold E-mail: jdsaffold@zebulonchamber.org
Daytime Phone Number: 919-269-6320 Cell Phone Number: 949-444-8228

Event Name: Zebulon Chamber of Commerce Christmas Parade
Event Location: Downtown / Arendell
Event Date: Dec 3, 2022 Alternate Date: _____
Set Up Time: 1:30 P.M. Event Time: 3 P.M.
Break Down Time: 4:30 PM
Number of Attendees: 1K+
Event Description and anticipated activities: Trad Christmas parade w/ @ 75 countries, floats, bands, etc., considering two routes, see maps.

Please list any event partners or anticipated sponsors: GSK, The Noel Group

Requested support from the town (if any): Police/safety, Fire truck as participant, Blocking streets, Terminus Community Ctr.

Be aware of the below requirements which may impact your event. The events committee will respond with information concerning items on this list as it pertains to your events.

- Certificate of Insurance
- Noise Ordinances
- Permits & Fire Code: Tents
- Alcohol Permits
- Street Closure notifications
- Impacted Neighbor Notification
- NCDOT Notification of street closure
- Sidewalk Encroachment Permit
- Off-Duty Law Enforcement
- Health Department Regulations
- Sign Permits
- Crowd Manager

If your event is scheduled to take place at a town facility or park. Please note that all rental rates, applications, and guidelines still apply to your event.

Please submit a site map with your application.

Mark any of the following that apply to your proposed event:

- Alcohol sale/distribution
- Stage
- Street closure
- Food Trucks
- Sidewalk closure
- Bounce Houses
- Use of Tents
- Requires Power
- Band, DJ, or Amplified Sound
- Vendors

Anticipated Safety Measures: Streets blocked, Police presence.

Anticipated Sanitary Measures (Restroom, trash cans, litter pick up):
Plan to rent port-o-potties, Litter pick up.

SUBMITTING THE APPLICATION:
Town of Zebulon
Attn: Sheila Long
1003 N. Arendell Ave.
Zebulon, NC 27597
or
Slong@townofzebulon.org

Signature: John D. Saffold

Date: 7/13/2022



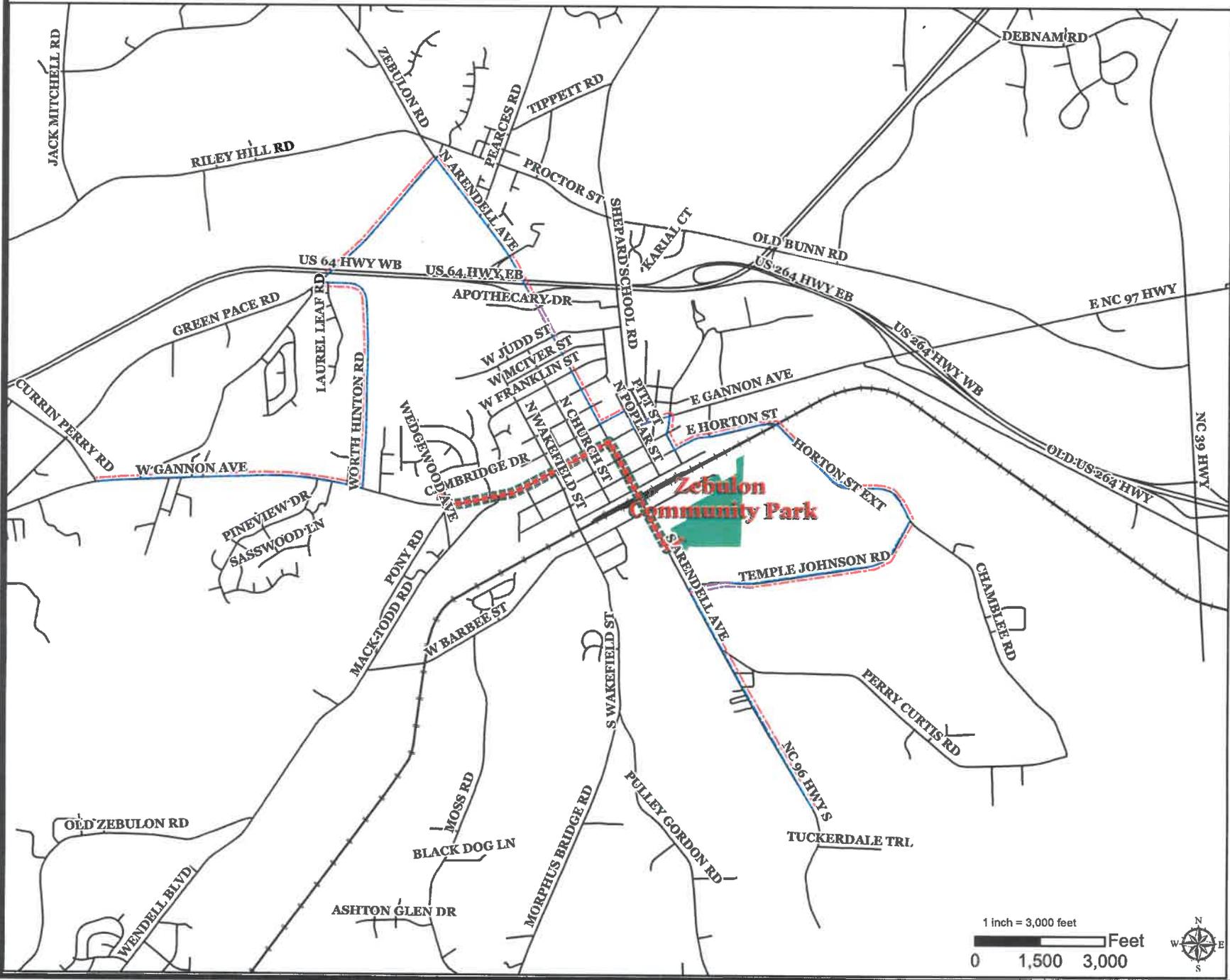
Zebulon Community Center, 301 S Arendell Ave, Zebulon, NC 27597 to J&M Chevrolet, 606 W Gannon Ave, Zebulon, NC 27597 Walk 1.2 miles, 25 min

Begin at Community Center. End at J&M Chevrolet



-  **via S Arendell Ave and W Gannon Ave** 25 min
1.2 miles
-  **via S Arendell Ave, W Sycamore St and W Gannon Ave** 25 min
1.2 miles

Zebulon Christmas Parade Detour Route



-  Detour Route
-  Parade Route
-  Park

1 inch = 3,000 feet
 0 1,500 3,000 Feet



RESOLUTION 2023-12
RESOLUTION A TO CLOSE STREETS FOR PARADE
ON DECEMBER 3, 2022

WHEREAS, the 2030 Strategic Plan identifies Downtown as a Focus Area and strives to create a Vibrant Downtown with a variety of special events and entertainment; and

WHEREAS, the 2030 Plan's goal is to revitalize Downtown, develop events, entertainment, and cultural attractions to draw people Downtown; and

WHEREAS, the Town has funded Downtown infrastructure and alley improvements to support special events; and

WHEREAS, the Town encourages non-profits to participate and contribute to the vibrancy of Downtown; and

WHEREAS, Zebulon Chamber of Commerce is a nonprofit seeking municipal service support from the Town of Zebulon to close streets for the purpose of a Christmas Parade; and

WHEREAS, the Christmas Parade is a long standing annual event creating community while celebrating local businesses and partnerships; and

WHEREAS, supporting the Christmas Parade meets the Town's 2030 Strategic Plan focus areas: Small Town Life, Vibrant Downtown, and Growing Smart; and

WHEREAS, supporting the Christmas Parade meets the Play Zebulon: Parks & Recreation Master Plan goal to provide quality programs for people of all ages and backgrounds and to support community development of programs; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Zebulon does hereby approve the request by the Zebulon Chamber of Commerce to close Zebulon Community Park from 10:30 AM to 4PM and Arendell Ave from the Park to Gannon Ave and Gannon Ave to J&M Chevrolet on Saturday, December 3, 2022 from 1:30PM to 5PM,, and, in consideration of the premises set out above, no fees associated will be waived. The Town reserves the right to cancel or cause the interruption of the event when, in the sole discretion of the Town, such act is necessary in the interest of public safety or protection of public property. The Town Manager or designee will execute an event agreement with the Chamber of Commerce.

Adopted the 12th day of September 2022

SEAL

Glenn L. York - Mayor

Lisa M. Markland, CMC - Town Clerk

RESOLUTION 2023-12
RESOLUTION B TO CLOSE STREETS FOR PARADE
ON DECEMBER 3, 2022

WHEREAS, the 2030 Strategic Plan identifies Downtown as a Focus Area and strives to create a Vibrant Downtown with a variety of special events and entertainment; and

WHEREAS, the 2030 Plan's goal is to revitalize Downtown, develop events, entertainment, and cultural attractions to draw people Downtown; and

WHEREAS, the Town has funded Downtown infrastructure and alley improvements to support special events; and

WHEREAS, the Town encourages non-profits to participate and contribute to the vibrancy of Downtown; and

WHEREAS, Zebulon Chamber of Commerce is a nonprofit seeking municipal service support from the Town of Zebulon to close streets for the purpose of a Christmas Parade; and

WHEREAS, the Christmas Parade is a long standing annual event creating community while celebrating local businesses and partnerships; and

WHEREAS, supporting the Christmas Parade meets the Town's 2030 Strategic Plan focus areas: Small Town Life, Vibrant Downtown, and Growing Smart; and

WHEREAS, supporting the Christmas Parade meets the Play Zebulon: Parks & Recreation Master Plan goal to provide quality programs for people of all ages and backgrounds and to support community development of programs; and

WHEREAS, the Christmas Parade is organized by a private organization responding to community desire for a Christmas Parade and not for direct business profit.

NOW, THEREFORE, BE IT RESOLVED, the Town of Zebulon does hereby approve the request by the Zebulon Chamber of Commerce to close Zebulon Community Park from 10:30 AM to 4PM and Arendell Ave from the Park to Gannon Ave and Gannon Ave to J&M Chevrolet on Saturday, December 3, 2022 from 1:30PM to 5PM; and, in consideration of the premises set out above, waive fees associated with Town staff for the purpose of a Christmas parade in Downtown Zebulon. The Town reserves the right to cancel or cause the interruption of the event when, in the sole discretion of the Town, such act is necessary in the interest of public safety or protection of public property. The Town Manager or designee will execute an event agreement with the Chamber of Commerce.

Adopted the 12th day of September 2022

SEAL

Glenn L. York – Mayor

Lisa M. Markland, CMC – Town Clerk

ORDINANCE 2023-06

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, 2023.

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

	INCREASE	DECREASE
REVENUES		
Fund Balance Appropriated	\$3,400.00	
EXPENDITURES		
Police—Overtime	\$2,000.00	
Police—FICA	160.00	
Police—Retirement	360.00	
Parks & Recreation—Overtime	700.00	
Parks & Recreation—FICA	60.00	
Parks & Recreation—Retirement	120.00	

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: September 12, 2022

Effective: September 12, 2022

Glenn L. York—Mayor

ATTEST:

Lisa M. Markland, CMC—Town Clerk

STAFF REPORT
ORDINANCE 2023-07
0, 400, & 413 EAST BARBEE STREET
ANNEXATION REQUEST
SEPTEMBER 12, 2022

Topic: Ordinance 2023-07 - 0, 400, & 413 East Barbee Street
Annexation Public Hearing
Speaker: Michael J. Clark, AICP, CZO, Planning Director
From: Michael J. Clark, AICP, CZO, Planning Director
Prepared by: Meade O. Bradshaw, III CZO, Assistant Planning Director
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider the voluntary annexation petition for 3 parcels, at 0, 400, and 413 East Barbee Street. This is a legislative case.

Background:

The governing board of any municipality may annex any area contiguous to its boundaries upon presentation of a petition signed by the owners of all the real property located within such area (NCGS §160A-58.1). The Town has certified the annexation request for sufficiency prior to Public Hearing (See Attachment 2).

A notice of public hearing was mailed to all property owners within 150 feet of the subject property on August 24, 2022 satisfying the mailing requirement of 20 days prior to the hearing. The site was posted with public hearing signs on August 24, 2022. A notice was published in the Wake Weekly on September 2nd and 9th. Project Number 825573.

Discussion:

The Mayor will open up a public hearing related to the Annexation request. Upon closing the public hearing, the Board can discuss whether or not to annex the subject property into the Town of Zebulon Corporate Limits.

Unified Development Ordinance Section 2.2.2.G provides standards for the Board to Consider when rendering a decision. These are as follows:

1. The annexation petition bears the signatures of all landowners within the area to be annexed;
2. The area to be annexed can be adequately served by the same municipal services provided within the Town's primary corporate limits;
3. The debt obligations from serving the subject lands do not exceed the anticipated revenues to the Town; and
4. The public health, safety, and welfare of Town residents and the residents of the lands proposed for annexation will be best served by the annexation.

Policy Analysis:

This annexation petition is consistent with the Comprehensive Plan requiring annexation of properties requesting water and sewer services to the site.

The property is located within the Town of Zebulon's Extraterritorial Jurisdiction, meaning its annexation was expected and is keeping with the Comprehensive Plan.

STAFF REPORT
ORDINANCE 2023-07
0, 400, & 413 EAST BARBEE STREET
ANNEXATION REQUEST
SEPTEMBER 12, 2022

Financial Analysis:

The Town will increase property tax revenue by approximately \$800 for annexing the vacant parcels. Any improvements to the property would provide additional property tax revenue for the Town of Zebulon.

The subject tracts are within the Town's service boundary and is contiguous to the Town's corporate boundaries.

Any infrastructure extension and connection costs would be paid by a developer when the property is developed. The Town's service responsibilities would be subject to the nature of the proposed development.

Staff Recommendation:

Staff recommends approval of the annexation as it is consistent with Comprehensive Plan policies and Ordinance 2023-07.

Attachments:

1. Application
2. Certificate of Sufficiency
3. Boundary Survey
4. Aerial Map
5. Zoning Map
6. ETJ Map
7. Land Use Map
8. Site Pictures
9. Public Hearing Notice
10. 150' Radius of Notified by Mailed Property Owners
11. NCGS 160A-58.1
12. Ordinance 2023-07



Town of Zebulon

Planning Department

1003 N. Arendell Avenue, Zebulon, NC 27597

Phone: (919) 823-1810 Fax: (919) 887-2824

www.townofzebulon.org

ANNEXATION PETITION

GENERAL INFORMATION:

In accordance with Section 2.2.2 of the UDO, upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. The petition need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

INSTRUCTIONS:

PRE-APPLICATION MEETING: A pre-application meeting with staff in accordance with Section 2.3.2 of the UDO to verify the application requirements, processes, and procedures regarding a proposed request. To schedule a meeting, applicants must e-mail a pdf map, drawing, model, site or sketch plan to Assistant Planning Director Meade Bradshaw (mbradshaw@TownofZebulon.org) no later than five (5) working days prior to the desired meeting day.

FILE PETITION: Submit hard copy application to the Planning Department with the applicable requirements in accordance with Section 2.2.2 of the UDO.

CERTIFICATION OF SUFFICIENCY: The Town Clerk shall investigate and certify whether the petition is legally sufficient. Only legally sufficient petitions shall be considered by the Town.

REVIEW BY STAFF: The Planning and Public Works Departments review the annexation submission. Comments will be sent to the applicant via email.

LEGAL ADVERTISEMENT: A legal advertisement will be published on the Town of Zebulon's website and in a paper of general circulation once no more than 25 days and one within 10 days of the date of the public hearing.

BOARD OF COMMISSIONERS MEETING/PUBLIC HEARING:

The BOARD OF COMMISSIONERS Meeting is typically held the first Monday of each month. The Board of Commissioners will either adopt or deny an ordinance to extend the corporate limits of the Town of Zebulon.

NOTICE OF DECISION: The formal notice of decision shall be provided to the applicant in accordance with Section 2.3.9 of the UDO.

RECORDATION: If the annexation is approved by the Board of Commissioners, the Town Clerk will have the Annexation Plats recorded at the Wake County Register of Deeds. Wake County will keep one of the recorded plats, one copy will be returned to the Planning Department and the surveying company is given the remaining recorded Annexation Plat.



Application Requirements –

The applicant requesting an annexation must submit a written application to the Zebulon Planning Department using the forms included in this packet

- Completed Application Form
- Petition Fee (Please See Fee Schedule)
- One (1) Legal Description (metes and bounds) of subject property
- Registered survey of subject property
- Certified List of Property Owners within 150 feet of subject property
- Agent Authorization Form
- Stamped envelopes addressed to Certified List of Property Owners all the homeowners

associations of those properties within 150 feet of the outer boundary subject property or properties.

- Affixed with the following return address:
Town of Zebulon
Planning Department
1003 N. Arendell Ave
Zebulon, NC 27597



APPLICATION FOR
ANNEXATION

PART 1. DESCRIPTION OF REQUEST/PROPERTY

Street Address of the Property: 400, 413, & 0 East Barbee Street, Zebulon, NC 27597		Total Acreage: 0.54 + 1.77 + 3.76 = 6.07
Parcel Identification Number (NC PIN): Please include all	Deed Book:	Deed Page(s):
2705556073	18374	1405
2705557077	3975	927
2705650231	18374	1405
Name of Project (if Applicable) 0 E. Barbee Street	Current Zoning of the Property: DTP	
Existing Use of the Property: Vacant Land	Proposed Use of the Property: Residential	
Reason for Annexation To gain access to public utilities for the purpose of a future residential development. Subject properties are contiguous to Town of Zebulon boundaries, and have existing sewer access running across them and water access in adjacent street frontage.		

PART 2. APPLICANT/AGENT INFORMATION

Name of Applicant/Agent: Meridian Properties Group, LLC / Sherry Case		
Street Address of Applicant/Agent: 4030 Wake Forest Road, Suite 100		
City: Raleigh	State: NC	Zip Code: 27609
Email of Applicant/Agent: sherry@societyrealtgroup.com	Telephone Number of Applicant/Agent: 919-621-4648	Fax Number of Applicant/Agent: N/A
Are you the owner of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are you the owner's agent? <input type="checkbox"/> Yes <input type="checkbox"/> No	Note: If you are not the owner of the property, you <u>must</u> obtain the Owner's consent and signature giving you permission to submit this application.

PART 3. SURVEYOR INFORMATION

Name of Surveyor: Angle Right Land Surveying, PLLC / Michael Tutt		
Street Address of Surveyor: 3008 Anderson Drive, Suite 160		
City: Raleigh	State: NC	Zip Code: 27609
Email of Surveyor: tutt1011@att.net	Telephone Number of Property Owner: 919-810-4324	Fax Number of Property Owner: N/A
<i>I hereby state that the facts related in this application and any documents submitted herewith are complete, true, correct, and accurate to the best of my knowledge.</i>		
Signature of Surveyor 	Print Name: Michael P. Tutt	Date: 7/29/22



APPLICATION FOR ANNEXATION

PART 4. PROPERTY OWNER INFORMATION

To the Board of Commissioners of the Town of Zebulon, North Carolina:

- 1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 be annexed to the Town of Zebulon, Wake County, North Carolina.
2. The area to be annexed is [X] contiguous, [] non-contiguous (satellite) to the Town of Zebulon, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

I hereby state that the facts related in this application and any documents submitted herewith are complete, true, correct, and accurate to the best of my knowledge.

Table with 3 columns: Signature of Owner, Print Name, Date. Contains signatures and names of Felix Adizue and Chao Chuan Wang-Adizue.

STATE OF NC
COUNTY OF Wake

Sworn and subscribed before me, Felix Adizue and Chao Chuan Wang-Adizue, a Notary Public for the above State and County, this the 27 day of July, 2022.

[Signature]
Notary Public



SEAL

4/3/27
My Commission Expires:



APPLICATION FOR ANNEXATION

PART 4. PROPERTY OWNER INFORMATION

To the Board of Commissioners of the Town of Zebulon, North Carolina:

- 1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 be annexed to the Town of Zebulon, Wake County, North Carolina.
2. The area to be annexed is [checked] contiguous, [] non-contiguous (satellite) to the Town of Zebulon, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

I hereby state that the facts related in this application and any documents submitted herewith are complete, true, correct, and accurate to the best of my knowledge.

Table with 3 columns: Signature of Owner, Print Name, Date. Row 1: Signature of Everett L. Webb, Print Name: Everett L. Webb, Date: 7/30/22. Row 2: Signature of Naomi H. Daye, Print Name: Naomi H. Daye, Date: 7/30/22. Rows 3-7 are empty.

STATE OF NC
COUNTY OF Wake

Sworn and subscribed before me, Everett L. Webb, Naomi H. Daye, a Notary Public for the above State and County, this the 30th day of July, 2022

Mystery Barnes
Notary Public
Mystery Barnes

SEAL



09-22-2024
My Commission Expires:



APPLICATION FOR ANNEXATION

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the ___ day of ___, 20__.

Corporate Name

SEAL

N/A

By: Attest: President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, ___, a Notary Public for the above State and County, this the ___ day of ___, 20__.

Notary Public

SEAL

My Commission Expires:

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, ___ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ___ day of ___, 20__. Name of Limited Liability Company

By: _____

N/A

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, ___, a Notary Public for the above State and County, this the ___ day of ___, 20__.

Notary Public

SEAL

My Commission Expires:



APPLICATION FOR ANNEXATION

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Partnership

N/A

By: Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the ____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires:

ZEBULON

NORTH CAROLINA

1003 N. Arendell Avenue
Zebulon, NC 27597
919.823.1800

www.townofzebulon.org

Certificate of Sufficiency

For Pin# 2705556073, 2705557077, 2705650231 -6.07 acres
400, 413, & 0 East Barbee Street Zebulon NC

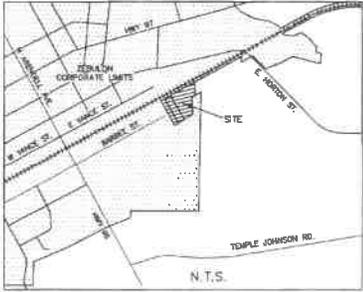
To the Board of Commissioners of the Town of Zebulon, North Carolina:

I, Lisa M. Markland, Clerk to the Zebulon Board of Commissioners, do hereby certify that I have investigated the petition attached hereto, and have found as a fact that said petition is signed by all the owners or their legal representative of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have here unto set my hand and affixed the seal of the Town of Zebulon, this 16th day of August 2022.




Lisa M. Markland, CMC—Town Clerk



VICINITY MAP
N.T.S.

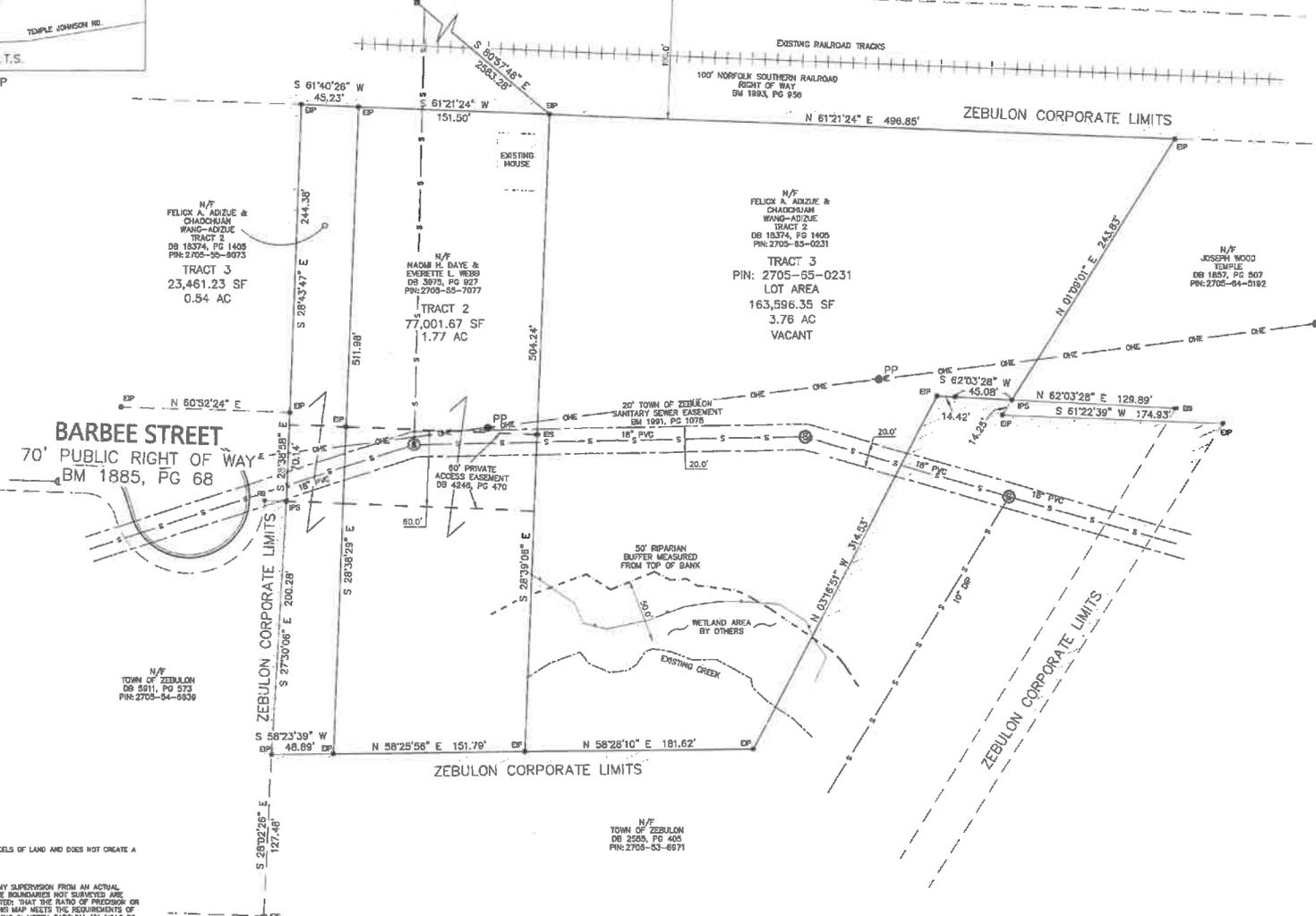
- REFERENCES:
- DB 2270, PG 289
 - DB 4249, PG 470
 - DB 14827, PG 1322
 - BM 1801, PG 1078
 - BM 1801, PG 9807
 - BM 1803, PG 950
 - BM 1853, PG 68
 - BM 2011, PG 472
 - OTHERS AS NOTED

- LEGEND
- CIP EXIST. IRON PIPE
 - ⊗ ECM EXIST. MONUMENT
 - ⊙ RB EXIST. REBAR
 - ⊕ EIS EXIST. IRON STAKE
 - ⊖ PP POWER POLE
 - ⊗ WATER METER
 - ⊕ EXISTING SIGN
 - ⊗ GAS METER
 - ⊕ ELECTRIC METER
 - ⊖ WATER VALVE
 - EXISTING LINK FENCE
 - ⊗ POWER LINE
 - ⊕ GAS LINE MARKER
 - ⊗ FIBER OPTIC MARKER
 - ⊕ SEWER MANHOLE
 - ⊗ TELE PEDESTAL
 - ##### ADDRESS

- NOTE:
1. THIS PROPERTY IS NOT WITHIN A FEMA AE FLOOD ZONE BASED ON FEMA MAP #570270500J MAP REVISED MAY 8, 2008.
 2. HORIZONTAL DATUM IS NAD 83/2011 (NRS). VERTICAL DATUM NAVD-88 (VRS).
 3. ALL DASHED LINES HAVE NOT BEEN SURVEYED.
 4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
 5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD THAT MAY OR MAY NOT BE SHOWN. SURVEY CONDUCTED WITHOUT BENEFIT OF TITLE REPORT.
 6. AREA DETERMINED BY COORDINATE METHOD.



NGCS MONUMENT "ARENDELL"
N: 755,892.199
E: 2,203,171.804
COMBINED SCALE FACTOR: 0.99991238
(CONVERTED NAD 83-2011)



THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES AND THAT THE BOUNDARIES SURVEYED ARE POSITIONAL ACCURACY IS 1:20,000 AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 96.1002) THE GLOBAL POSITIONING SYSTEM OBSERVATIONS WERE PERFORMED USING THE FOLLOWING INFORMATION:

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: 0.02"
- (3) TYPE OF GPS FIELD PROCEDURES: NO VRS
- (4) DATES OF SURVEY: 8-1-22
- (5) DATUM/EPOCH: NAD 83, 2011/2010
- (6) PUBLISHED CHECK-CONTROL: USE: ARENDELL (NGCS MON)
- (7) GRID MODEL: GEOID19
- (8) COMBINED GRID FACTORS: 0.99991238
- (9) UNITS: US SURVEY FEET

THIS 20TH DAY OF JULY, 2022.

Professional Land Surveyor: MICHAEL P. TUTT, L-4443

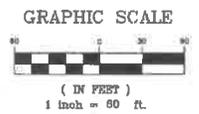


ANGLE RIGHT LAND SURVEYING, PLLC
SURVEYING THE PAST AND THE FUTURE TODAY
919-810-4324
603 HARDING STREET RALEIGH, NC 27604
NC LIC# P-0446

REV.	DESCRIPTION	BY	DATE

BOUNDARY SURVEY OF:
0, 400, & 413 E. BARBEE STREET
LITTLE RIVER TOWNSHIP, TOWN OF ZEBULON, WAKE COUNTY, NC

DRAWN BY: MPT	ZONED DTP
SCALE: 1" = 60'	
DATE OF SURVEY: 6-1-22	
JOB NUMBER	SHEET 1 OF 1
22_195 BARBEE	



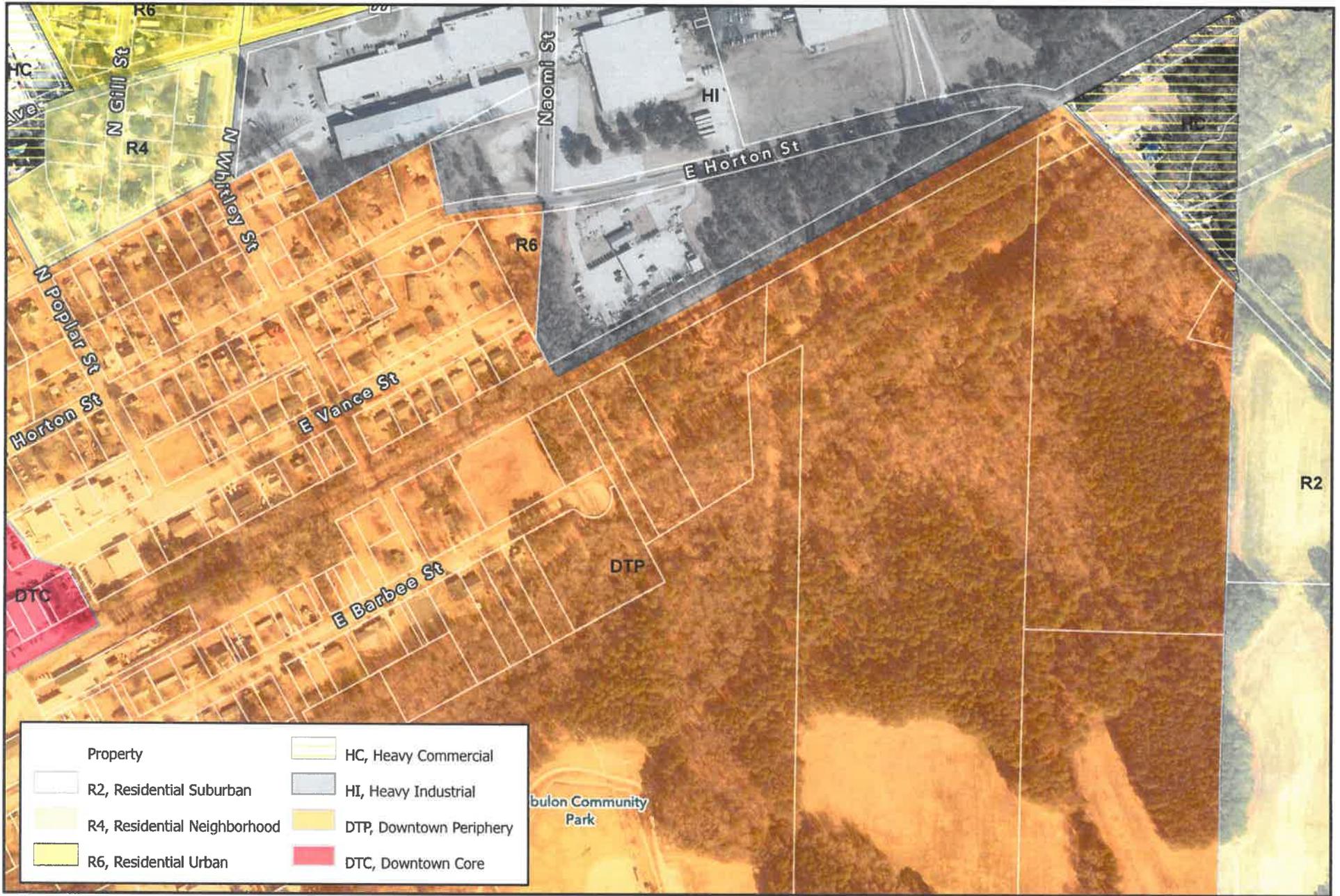
PROPERTY OWNERS: FELIX ADIZUE & CHAOCHUAN WANG-ADIZUE-PIN-2705-56-0231 & 2705-55-6073
NADMI H. DAVE & EVERETTE L. WEBB-PIN-2705-55-7077



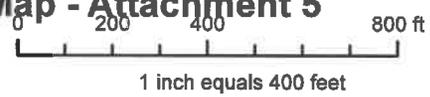
0, 400, & 413 East Barbee Street Annexation - Aerial Map - Attachment 4



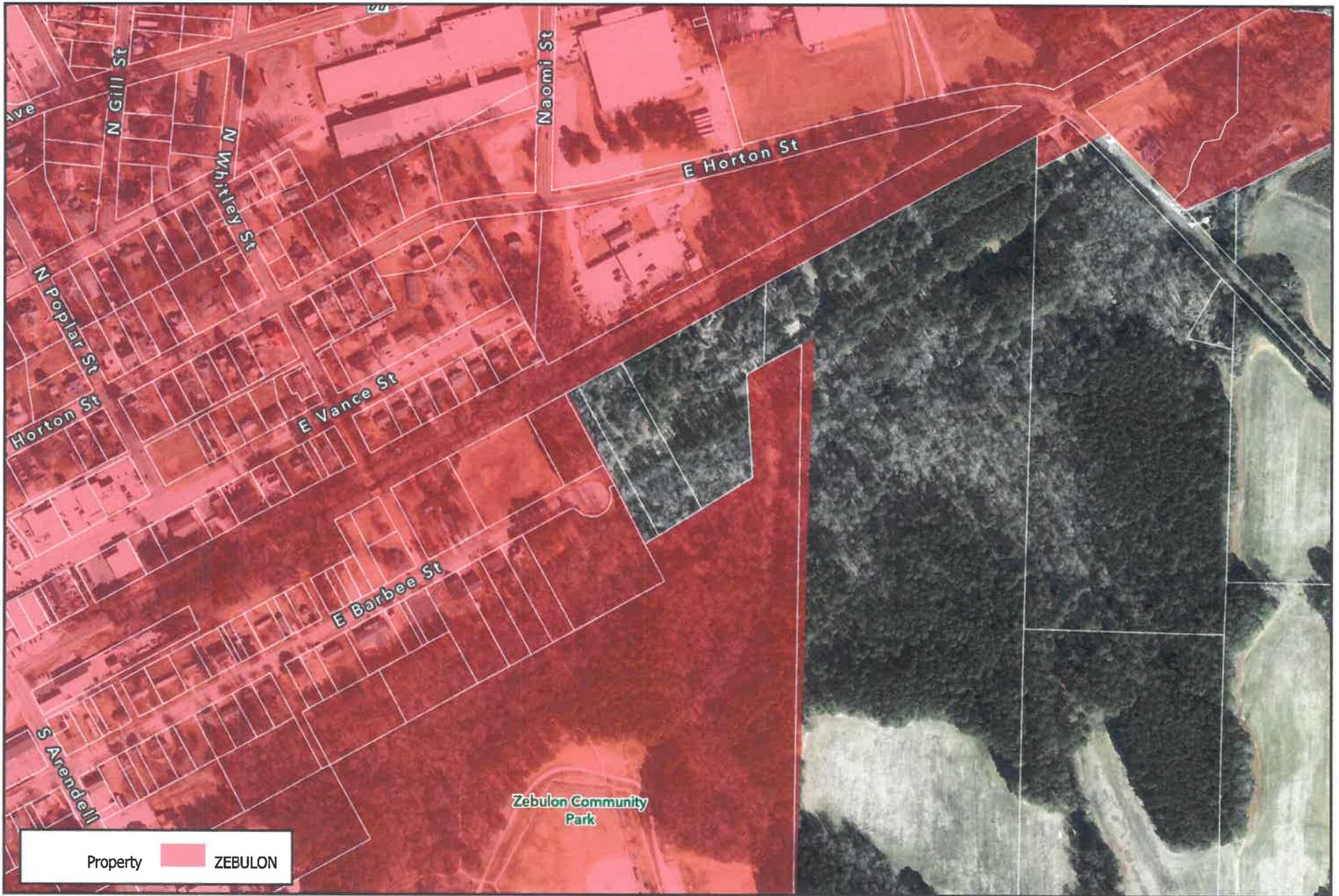
Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



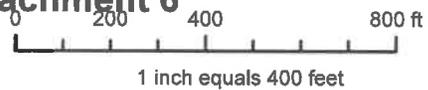
0, 400, & 413 East Barbee Street Annexation - Zoning Map - Attachment 5



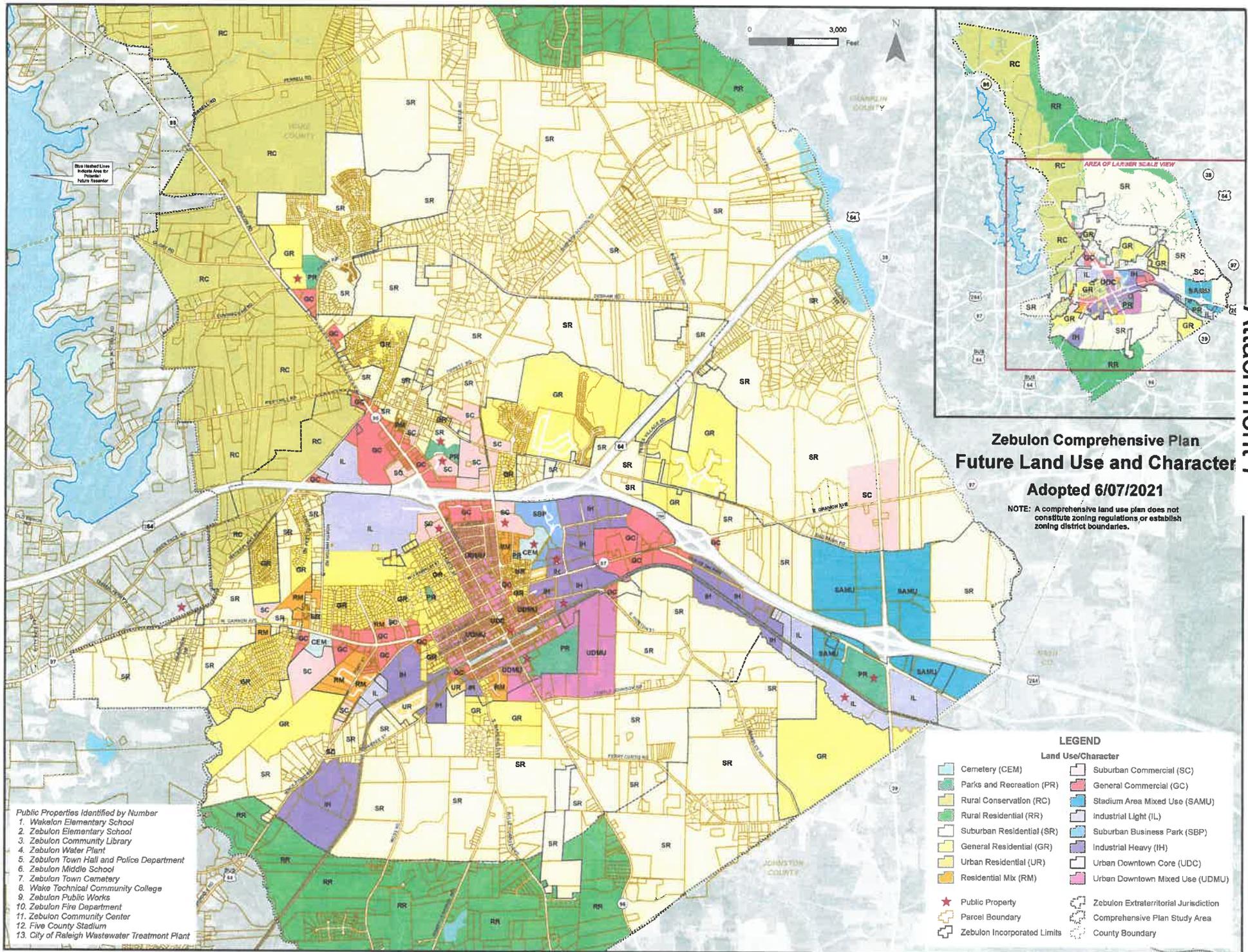
Disclaimer
 iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



0, 400, & 413 East Barbee Street Annexation - ETJ - Attachment 6



Disclaimer
 iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



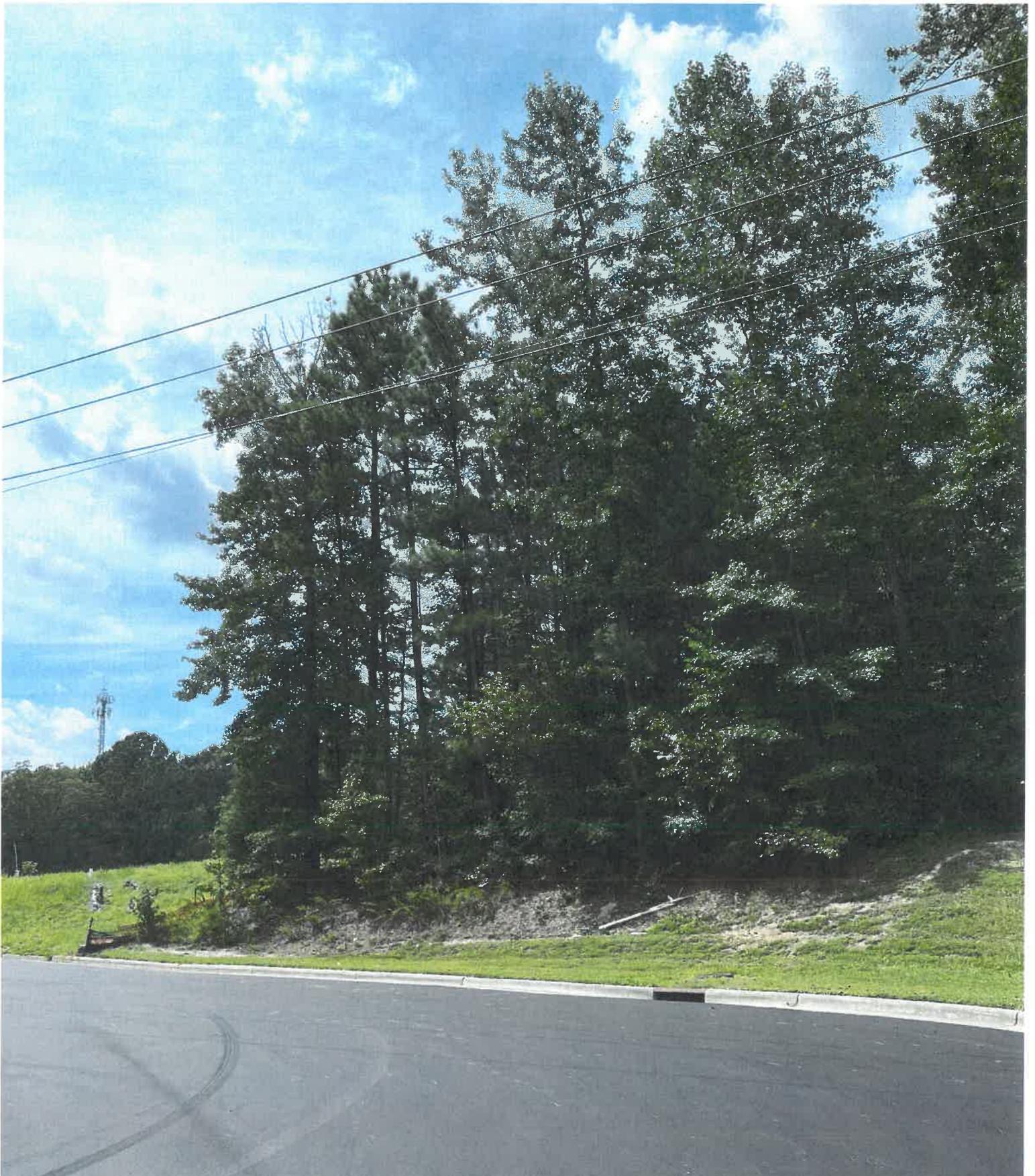
**Zebulon Comprehensive Plan
Future Land Use and Character
Adopted 6/07/2021**

NOTE: A comprehensive land use plan does not constitute zoning regulations, or establish zoning district boundaries.

- Public Properties Identified by Number**
1. Wakekon Elementary School
 2. Zebulon Elementary School
 3. Zebulon Community Library
 4. Zebulon Water Plant
 5. Zebulon Town Hall and Police Department
 6. Zebulon Middle School
 7. Zebulon Town Cemetery
 8. Wake Technical Community College
 9. Zebulon Public Works
 10. Zebulon Fire Department
 11. Zebulon Community Center
 12. Five County Stadium
 13. City of Raleigh Wastewater Treatment Plant

LEGEND

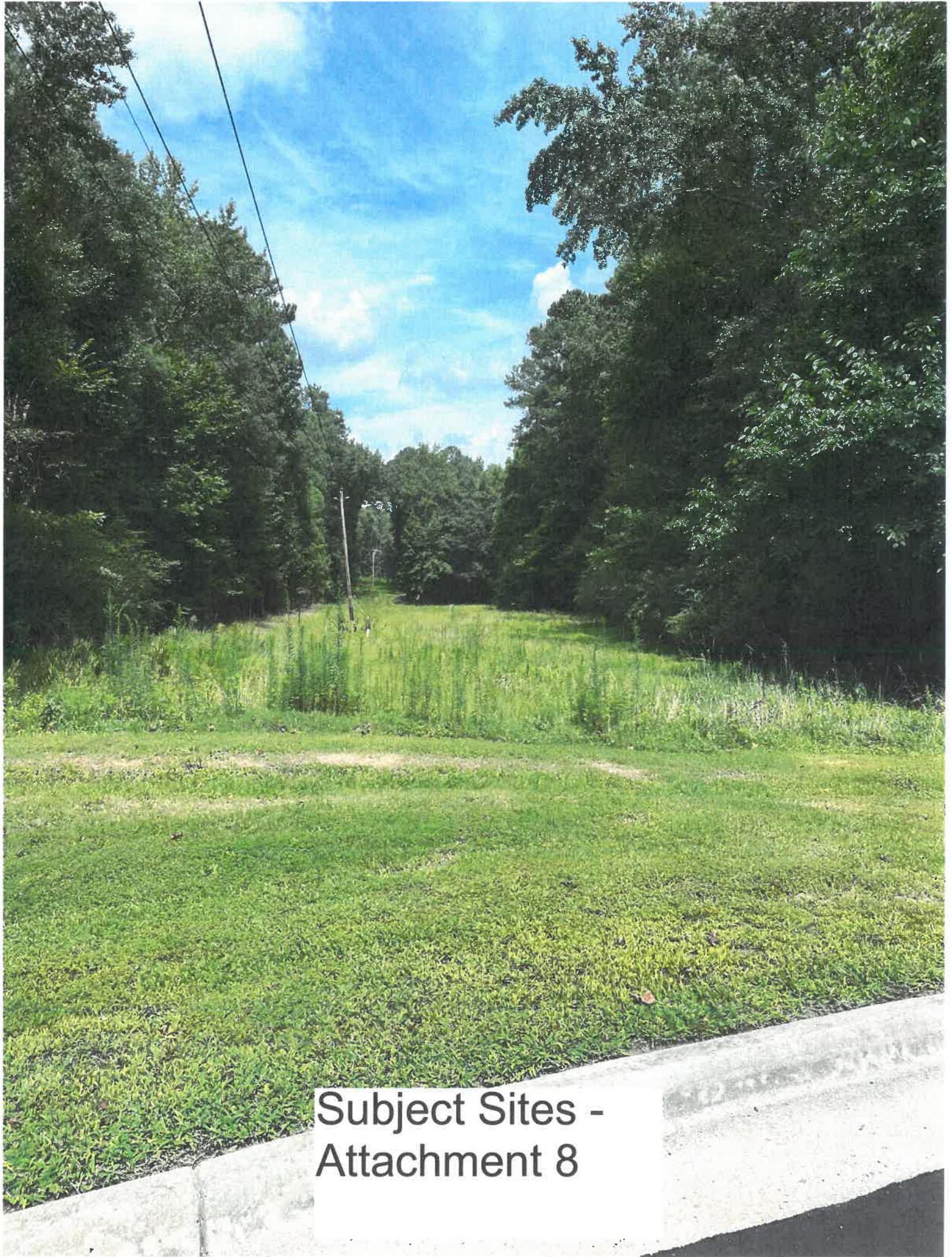
Land Use/Character	
	Cemetery (CEM)
	Parks and Recreation (PR)
	Rural Conservation (RC)
	Rural Residential (RR)
	Suburban Residential (SR)
	General Residential (GR)
	Urban Residential (UR)
	Residential Mix (RM)
	Suburban Commercial (SC)
	General Commercial (GC)
	Stadium Area Mixed Use (SAMU)
	Industrial Light (IL)
	Suburban Business Park (SBP)
	Industrial Heavy (IH)
	Urban Downtown Core (UDC)
	Urban Downtown Mixed Use (UDMU)
	Public Property
	Parcel Boundary
	Zebulon Incorporated Limits
	Zebulon Extraterritorial Jurisdiction
	Comprehensive Plan Study Area
	County Boundary



**Adjacent Property to the West -
Attachment 8**



looking West on E Barbee Street -
Attachment 8



**Subject Sites -
Attachment 8**

PUBLIC HEARING NOTICE

A Public Hearing has been scheduled for this property. For more information, please contact the Town of Zebulon Planning Department.

Annexation

0, 400 & 413 E
Barbee St



TownOfZebulon.org
(919) 823-1809

ZEBULON
NORTH CAROLINA

Posted Sign on E Barbee Street - Attachment 8

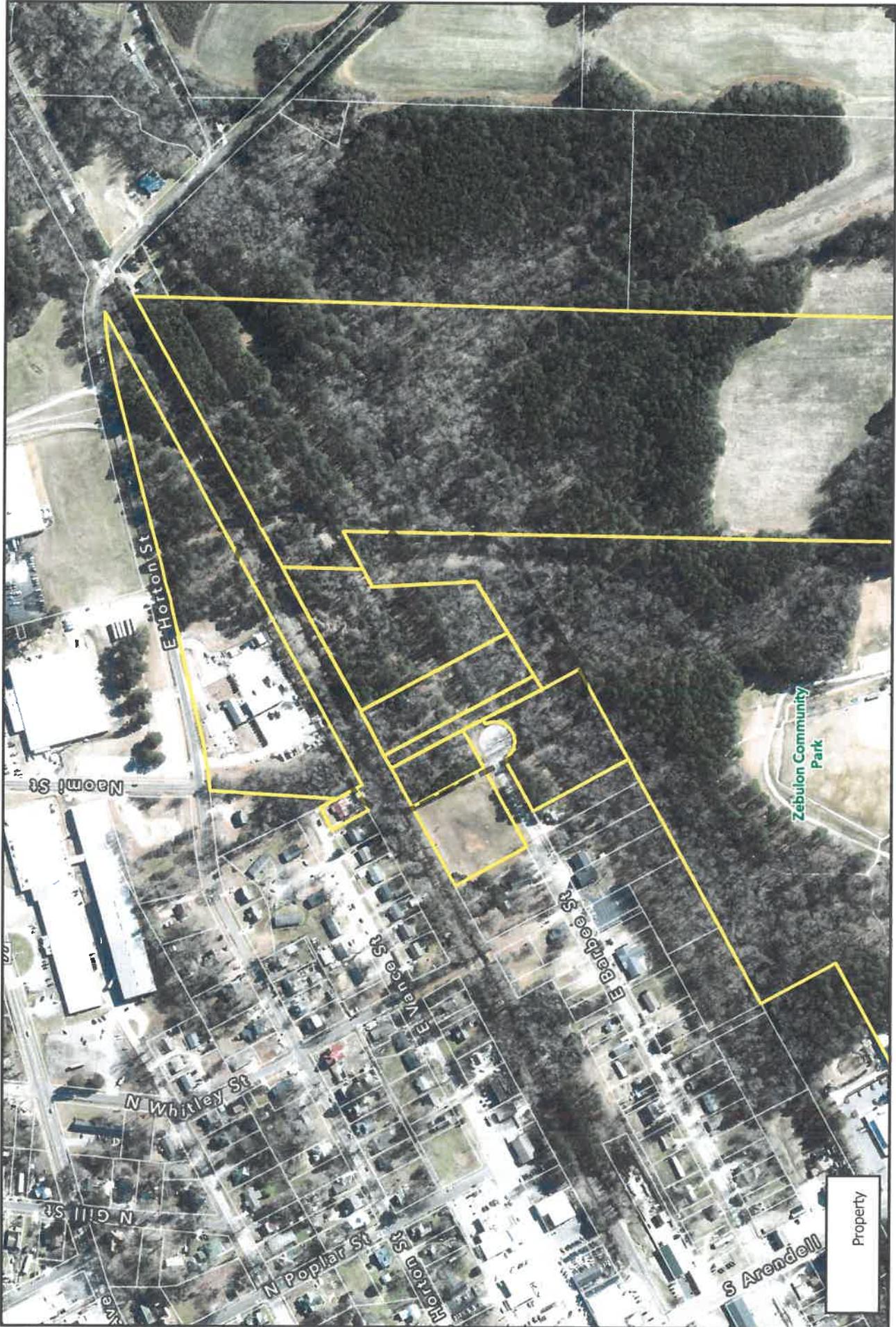
Attachment 9

Notice of Public Hearing

Notice is hereby given pursuant to the provisions of Article 2.2.2 of the Town of Zebulon Unified Development Ordinance that a public hearing will be held on **September 12, 2022 at 7:00 PM** at the **Zebulon Municipal Complex, 1003 N. Arendell Avenue**, and will be conducted by the Board of Commissioners of the Town of Zebulon for the purpose of considering the following items:

IDT Project Number 825573 – 0, 400, & 413 E Barbee St Annexation. A request by Sherry Case, representing Meridian Properties Group, LLC; Everette Daye; & Felix Adizue the property owners of 0, 413, & 400 E Barbee Street, respectively; requesting annexation into the Town of Zebulon's Corporate Limits.

If you are unable to attend the meeting, but would like to provide comments, the Town of Zebulon encourages that all public comments be submitted to Deputy Town Clerk Stacie Paratore at SParatore@TownofZebulon.org no later than 12:00 Noon on the day of the hearing to be read into the record. The meeting will be streamed live and links will be provided along with the full application packet and documentation on the Planning Department web page at www.TownofZebulon.org/services/planning. For questions or additional information, please contact us at (919) 823-1809.



0, 400, & 413 East Barbee Street Annexation - Property Owners Receiving Mailed Notice Map to Attachment 10

Disclaimer: The maps are produced for information purposes, the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

800 ft
400 ft
200 ft

1 inch equals 400 feet

Property

§ 160A-31. Annexation by petition.

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

(b) The petition shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____
2. The area to be annexed is contiguous to the (City or Town) of _____ and the boundaries of such territory are as follows:

(b1) Notwithstanding the provisions of subsections (a) and (b) of this section, if fifty-one percent (51%) of the households in an area petitioning for annexation pursuant to this section have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds, the governing board of any municipality shall annex by ordinance any area the population of which is no more than ten percent (10%) of that of the municipality and one-eighth of the aggregate external boundaries of which are contiguous to its boundaries, upon presentation to the governing board of a petition signed by the owners of at least seventy-five percent (75%) of the parcels of real property in that area. A municipality shall not be required to adopt more than one ordinance under this subsection within a 36-month period.

(b2) The petition under subsection (b1) of this section shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(b1) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____.
2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or

on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

(d1) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d2) Upon a finding that a petition submitted under subsection (b1) of this section meets the requirements of this section, the governing body shall, within 60 days of the finding, estimate the capital cost to the municipality of extending water and sewer lines to all parcels within the area covered by the petition and estimate the annual debt service payment that would be required if those costs were financed by a 20-year revenue bond. If the estimated annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance. If the estimated annual debt service payment is greater than or equal to five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body may adopt a resolution declining to annex the area. If such a resolution is adopted, the governing body shall immediately submit a request to the Local Government Commission to certify that its estimate of the annual debt service payment is reasonable based on established governmental accounting principles.

(1) If the Local Government Commission certifies the estimate, the municipality is not required to annex the area and no petition to annex the area may be submitted under subsection (b1) of this section for 36 months following the certification. During the 36-month period, the municipality shall make ongoing, annual good faith efforts to secure Community Development Block Grants or other grant funding for extending water and sewer service to all parcels in the areas covered by the petition. If sufficient funding is secured so that the estimated capital cost to the municipality for extending water and sewer service, less the funds secured, would result in an annual debt service payment cost to the municipality of less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(2) If the Local Government Commission notifies the governing board that the estimates are not reasonable based on established governmental accounting principles and that a reasonable estimate of the annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days of the notification adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d3) Municipal services shall be provided to an area annexed under subsections (b1) and (j) of this section in accordance with the requirements of Part 7 of this Article.

(e) From and after the effective date of the annexation ordinance, the territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in such municipality and shall be entitled to the same privileges and benefits as other parts of such municipality. Real and personal property in the newly annexed territory on the January 1 immediately preceding the beginning of the fiscal year in which the annexation becomes

effective is subject to municipal taxes as provided in G.S. 160A-58.10. If the effective date of annexation falls between June 1 and June 30, and the effective date of the privilege license tax ordinance of the annexing municipality is June 1, then businesses in the area to be annexed shall be liable for taxes imposed in such ordinance from and after the effective date of annexation.

(f) For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under G.S. 160A-385.1 or G.S. 153A-344.1. If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160A-385.1 or G.S. 153A-344.1 shall be binding on the landowner and any such vested right shall be terminated.

(i) A municipality has no authority to adopt a resolution or petition itself under this Part for annexation of property it does not own or have any legal interest in. For the purpose of this subsection, a municipality has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

(j) Using the procedures under this section, the governing board of any municipality may annex by ordinance any distressed area contiguous to its boundaries upon presentation to the governing board of a petition signed by at least one adult resident of at least two-thirds of the resident households located within such area. For purposes of this subsection, a "distressed area" is defined as an area in which at least fifty-one percent (51%) of the households in the area petitioning to be annexed have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds. The municipality may require reasonable proof that the petitioner in fact resides at the address indicated.

(k) The petition under subsection (j) of this section shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned residents of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____.

2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

(l) For purposes of determining whether the percentage of households in the area petitioning for annexation meets the poverty thresholds under subsections (b1) and (j) of this section, the petitioners shall submit to the municipal governing board any reasonable evidence that demonstrates the area in fact meets the income requirements of that subsection. The evidence presented may include data from the most recent federal decennial census, other official census documents, signed affidavits by at least one adult resident of the household attesting to the household size and income level, or any other documentation verifying the incomes for a majority of the households within the petitioning area. Petitioners may select to submit name, address, and social security number to the clerk, who shall in turn submit the information to the Department of Revenue. Such information shall be kept confidential and is not a public record. The Department shall provide the municipality with a summary report of income for households in the petitioning area. Information for the report shall be gleaned from income tax returns, but the report submitted to the municipality shall not identify individuals or households. (1947, c. 725, s. 8; 1959, c. 713; 1973, c. 426, s. 74; 1975, c. 576, s. 2; 1977, c. 517, s. 4; 1987, c. 562, s. 1; 1989 (Reg. Sess., 1990), c. 996, s. 3; 2011-57, s. 3; 2011-396, s. 10.)

Ordinance 2023-07

**AN ORDINANCE TO EXTEND THE CORPORATE LIMIT OF THE
TOWN OF ZEBULON, NORTH CAROLINA**

**Project Number: 825573—0, 400 & 413 East Barbee Street of
approximately 6.07 acres
Pin Numbers 2705556073, 2705557077 and 2705650231**

WHEREAS, the Town of Zebulon has been petitioned under G.S. 160A-31 to annex the area as described below; and

WHEREAS, the Town of Zebulon has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at 1003 N. Arendell Avenue at 7:00 PM on September 12, 2022 after due notice by publication in the Wake Weekly on September 2, 2022 and September 9, 2022;

WHEREAS, the Town of Zebulon finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED, the Board of Commissioners of the Town of Zebulon, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the attached following described territory (see attachment) to include the adjoining public right of way (see also attached map) is hereby annexed and made part of the Town of Zebulon as of September 12, 2022;

Section 2. Upon and after September 12, 2022 the described territory (see attachment) and its citizens and property shall be subject to all laws, ordinances and regulations in force in the Town of Zebulon and shall be entitled to the same privileges and benefits as other parts of the Town of Zebulon. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor or Mayor Pro Tem of the Town of Zebulon shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1

Adopted this the 12th day of September 2022.

(SEAL)

Glenn L. York—Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa M. Markland, CMC—Town Clerk

Eric A. Vernon—Town Attorney

Return to: Town of Zebulon
Lisa Markland
1003 N. Arendell Avenue
Zebulon, NC 27597
Attention: Town Clerk



VICINITY MAP
N.T.S.

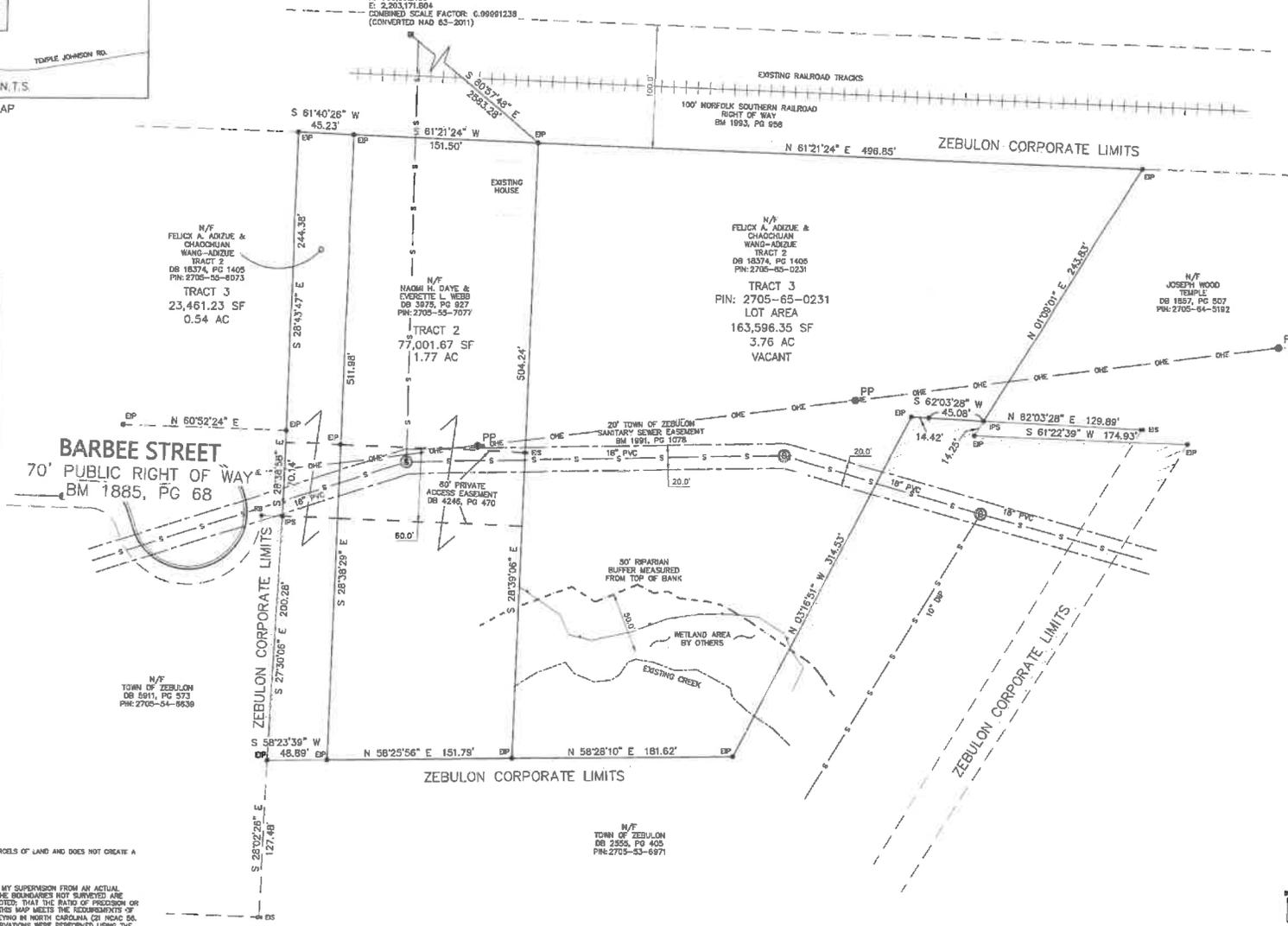
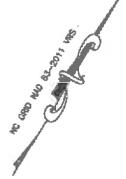
- REFERENCES:
- DB 2278, PG 269
 - DB 4248, PG 470
 - DB 14527, PG 1322
 - BM 1997, PG 1078
 - BM 1981, PG 5201
 - BM 1993, PG 656
 - BM 1885, PG 68
 - BM 2011, PG 672
 - OTHERS AS NOTED

LEGEND

⊙	EP EXIST. IRON PIPE
⊠	ECM EXIST. MONUMENT
⊞	RB EXIST. REBAR
⊞	EIS EXIST. IRON STAKE
⊙	PP POWER POLE
⊙	WATER METER
⊙	GAS METER
⊙	ELECTRIC METER
⊙	WATER VALVE
---	EXISTING LINK FENCE
---	POWER LINE
⊙	GAS LINE MARKER
⊙	FIBER OPTIC MARKER
⊙	SEWER MANHOLE
⊙	TELF. PEDISTAL
⊙	ADDRESS

NCGS MONUMENT "ARENDELL"
N: 755,592.189
E: 2,203,171.804
COMBINED SCALE FACTOR: 0.99991238
(CONVERTED TO NAD 83-2011)

- NOTE:
1. THIS PROPERTY IS NOT WITHIN A FEMA AE FLOOD ZONE BASED ON FEMA MAP 85720270500J MAP REVISED MAY 6, 2006.
 2. HORIZONTAL DATUM IS NAD 83-2011 (GRS). VERTICAL DATUM NAVD-83 (VRS).
 3. ALL DASHED LINES HAVE NOT BEEN SURVEYED.
 4. ALL DISTANCES ARE HORIZONTAL. GROUND DISTANCES UNLESS NOTED OTHERWISE.
 5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD THAT MAY OR MAY NOT BE SHOWN. SURVEY CONDUCTED WITHOUT BENEFIT OF TITLE REPORT.
 6. AREA DETERMINED BY COORDINATE METHOD.



THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT ORGATE A NEW STREET OR CHANGE AN EXISTING STREET

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS NOTED; THAT THE RATE OF PRECISION OR POSITIONAL ACCURACY IS 1:20,000 AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (SI NC&S 88-1500); THE GLOBAL POSITIONING SYSTEM OBSERVATIONS WERE PERFORMED USING THE FOLLOWING INFORMATION:

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: 0.009'
- (3) TYPE OF GPS FIELD PROCEDURE: NC VRS
- (4) DATES OF SURVEY: 8-1-22
- (5) DATUM/EPOCH: NAD 83 2011/2010
- (6) PUBLISHED/UNPUBLISHED CONTROL USE: ARENDELL (NC&S MON)
- (7) BEING MODEL: GDS300
- (8) COMBINED GSD FACTOR(S): 0.999912328
- (9) UNITS: US SURVEY FEET

THE 29TH DAY OF JULY, 2022.

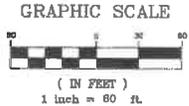
PROFESSIONAL LAND SURVEYOR: MICHAEL P. TUTT, L-4443



**ANGLE RIGHT
LAND SURVEYING, PLLC**
SURVEYING THE PAST AND THE FUTURE TODAY
919-810-4324
603 HARDING STREET RALEIGH, NC 27804

NC LIC# P-0446

REV.	DESCRIPTION	BY	DATE	BOUNDARY SURVEY OF:	DRAWN BY:	ZONED DTP
				0, 400, & 413 E. BARBEE STREET	MPT	
				LITTLE RIVER TOWNSHIP, TOWN OF ZEBULON, WAKE COUNTY, NC.		
				PROPERTY OWNERS: FELIX ADZUE & CHAOCHUAN WANG-ADZUE-PIN: 2705-65-0231 & 2705-65-6073 NAOMI H. DAVE & EYRETTIE L. WEBB-PIN: 2705-55-7077		
					SCALE: 1" = 60'	
					DATE OF SURVEY: 6-1-22	
					JOB NUMBER	SHEET 1 OF 1
					22_195 BARBEE	



STAFF REPORT
RESOLUTION 2023-08
SIDNEY CREEK 1A ROADWAY AND
STORM DRAINAGE ACCEPTANCE
SEPTEMBER 12, 2022

Topic: Resolution 2023-08 Sidney Creek Phase 1A 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 roadway and storm-drainage infrastructure constructed in Phase 1A of Sidney Creek is submitted to the Town for ownership and maintenance.

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.

Sidney Creek has completed the construction of Phase 1A in accordance with the Special Use Permit 2019-06 (September 9, 2019), the latest version of Town of Zebulon Street and Storm Drainage Standards, and the City of Raleigh Utility Standards. Phase 1A includes 123 single family lots and 48 town home lots (with 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.

Discussion:

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage in Sidney Creek 1A for ownership and maintenance if the dedicated work is consistent with the Special Use Permit and meets Town of Zebulon Construction Standards.

Policy Analysis:

The infrastructure was installed per approved Special Use Permit 2019-06. The infrastructure complies with the latest version of the "Town of Zebulon Street & Storm Drainage Standards and Specifications" and consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways. The phase 1A plat was recorded on February 4, 2022 in Book of Maps 2022 on page 215-222. Building permits are being submitted for County review and new home construction should start shortly.

Fiscal Analysis:

Sidney Creek Phase 1A development will dedicate four (4) streets totaling 5,725 linear feet (approximately 1.08 miles), and 2,980 linear foot of storm drainage valued at \$701,559.98. The infrastructure will be added to the Town's Capital assets (re. Comprehensive Annual Financial Report). Upon acceptance of Sidney Creek Phase 1A

STAFF REPORT
RESOLUTION 2023-08
SIDNEY CREEK 1A ROADWAY AND
STORM DRAINAGE ACCEPTANCE
SEPTEMBER 12, 2022

and Weavers Pond 5 on the September agenda, the Town will own and maintain 33.08 miles of street and 24.36 miles of stormwater pipe.

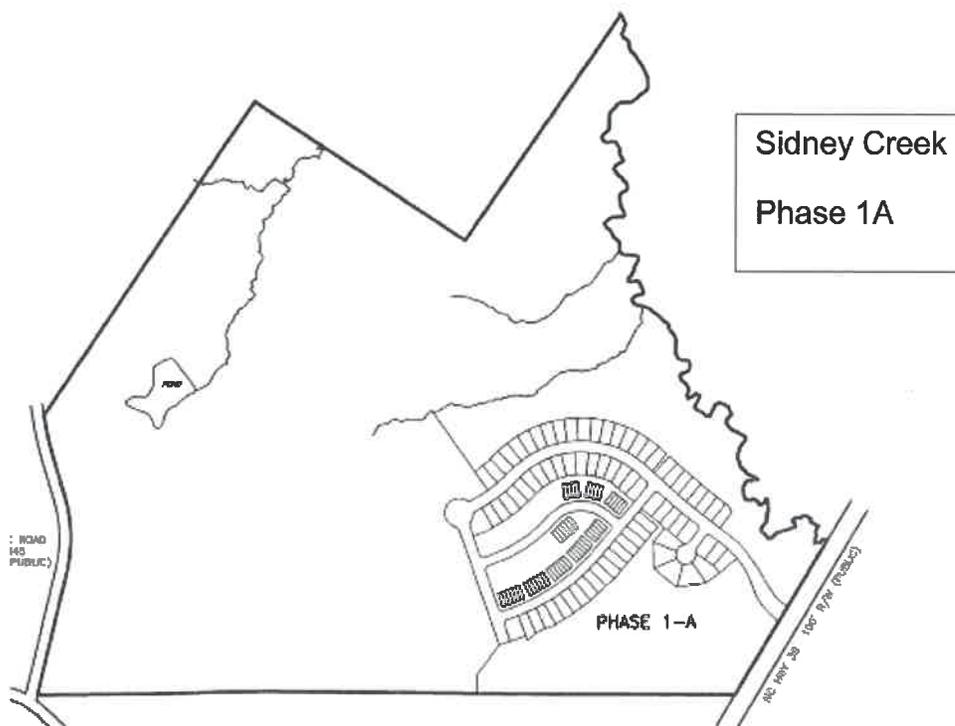
The Town has received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to the final asphalt overlay by the developer.

The Town has received a Subdivision Bond for \$1,012,089.90 (# 017248257 from Liberty Mutual Surety Company) for Phase 1A to ensure the final completion of outstanding items (e.g., final overlay, striping, 5' sidewalks with handicap ramps, greenway, two stormwater pond conversion, signage, mail kiosk, butterfly garden and landscaping). The completion of streets and sidewalks are intentionally delayed to minimize the damage that may occur as individual lots are under construction.

The Subdivision Bond is automatically renewed or revised annually to reflect items completed. The Subdivision Bond will remain active until all items have been completed. All inspection and development fees were collected from the developer.

Staff Recommendation:

Staff recommends approval of Resolution 2023-08 for acceptance of Sidney Creek Phase 1A roadway and storm drainage infrastructure, warranty, and site improvements bond.



Attachments:

STAFF REPORT
RESOLUTION 2023-08
SIDNEY CREEK 1A ROADWAY AND
STORM DRAINAGE ACCEPTANCE
SEPTEMBER 12, 2022

1. Engineer certification Roadway and Stormwater infrastructure
2. Engineer certification of Roadway lengths/types
3. Engineer Letter of Dedicated Assets and cost
4. Engineering Estimate for Letter of Credit/Bond
5. Subdivision Bond – Liberty Mutual Surety.
6. Developer warranty/guaranty– Street and Stormwater
7. Developer warranty/guaranty – Water and Sewer
8. Third party engineering reports for sub-grade, stone, and asphalt (thickness and density) for Roadways (TME Engineering)
9. Engineer Certification of Public Water
10. Engineer Certification of Public Sewer
11. Developer– Release of Liens
12. Contractor – Release of Liens
13. Proof of payment for streetlights
14. Payment of construction inspection and planning fees
15. City of Raleigh Conditional Acceptance
16. Engineer certification of water and sewer values
17. As-builts drawings
18. Resolution 2023-08



Friday, February 11, 2022

Engineer's Certification

RE: Sidney Creek Phase 1A

*Left
4-7-22
Approved
AS
Submitted*

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 1A

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. Little River Greenway
- 6. Street Signage
- 7. Butterfly Garden

Please contact our office with any questions.

Sincerely,
STOCKS Engineering, PA

J. Andrews Stocks

J. Andrew Stocks

J. Andrew Stocks, PE
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1 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

2

Approved as submitted 4-7-22

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 1A – Sidney Creek Dr. Sta. 10+00.00 to Sta. 38+02.00, Channel Drop Loop Sta. 10+00.00 to Sta. 21+25.20 and Sta. 66+97.50 to Sta. 75+77.30, Peakhurst Drive Sta. 12+54.85 to Sta. 1982.85 and Sprout Street 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	New	Width of ROW
Sidney Creek Drive	Residential Collector	2,802 LF		60' ROW
Channel Drop Loop	Local Street	2,005 LF		50' ROW
Peakhurst Drive	Residential Collector	728 LF		60' ROW
Sprout Street	Local Street	190 LF		50' ROW
Total		5,725 LF		

Signature *J. Andrews Stocks*

Date: 3-23-22



Registration No. 051543

Stocks Engineering, P.A.

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

PROJECT NAME Sidney Creek Ph 1A
 NEIGHBORHOOD: Phase 1A
 SECTION NO. 123 Lots-Dedicated Infrastructure
 LOTS: 123 L.F. STREET: +/5,725 LF
 LOCATION: Zebulon, NC
 OWNER: **DRSFA LLC**
 ESTIMATOR: JAS 2-10-22

Dedicated Infrastructure Cost Estimate

LJA
 APPROVED
 AS
 SUBMITTED
 4-7-22

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

SEDIMENTATION AND EROSION CONTROL

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

CLEARING/GRUBBING EARTHWORK FOR STREETS

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

STORM DRAINAGE (PUBLIC ONLY)

1	18" RCP (1,304 LF Public)	1	LS	\$ 39,276.48	\$ 39,276.48	
2	24" RCP (704 LF Public)	1	LS	\$ 27,871.36	\$ 27,871.36	
3	30" RCP (125 LF Public)	1	LS	\$ 6,727.50	\$ 6,727.50	
4	36" RCP (644 LF Public)	1	LS	\$ 48,403.04	\$ 48,403.04	
5	36" FES	2	EA	\$ 2,614.00	\$ 5,228.00	
6	60" RCP (80 LF Public)	1	LS	\$ 14,637.70	\$ 14,637.70	
7	Drainage Structures (41)	1	LS	\$ 85,213.80	\$ 85,213.80	
					Subtotal	\$ 227,357.88

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	\$153,141.30	\$ 153,141.30	
2	Stone Under Curb & Gutter - 6"	1	LS	\$ 21,279.84	\$ 21,279.84	
3	Curb & Gutter - 30"	1	LS	\$122,537.54	\$ 122,537.54	
4	Asphalt 1st lift 2" - 9.5SFC	4,357	SY	\$ 11.50	\$ 50,105.50	
5	Asphalt 1st lift 2.5" - 119.0C	8,732	SY	\$ 14.56	\$ 127,137.92	
					Subtotal	\$ 474,202.10

MISCELLANEOUS & FINAL

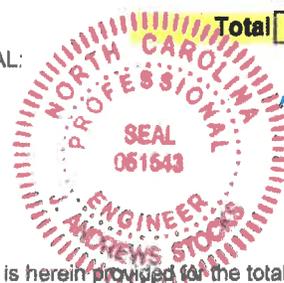
1	No Bond Item	1	LS	\$ -	\$ -	
					Subtotal	\$ -

ESC through Miscellaneous and Final					Subtotal	\$ 701,559.98
					Total	\$ 701,559.98

ROADWAY LENGTHS

Sidney Creek Dr.	2,802 LF
Channel Drop Loop	2,005 LF
Peakhurst Dr.	728 LF
Sprout Sreet	190 LF
Total	5,725 LF

SEAL:



J. Andrew Stocks
 3-23-22

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 1A, 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.



Friday, February 11, 2022

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

*Left
4-7-22
APPROVED
AS
Submitted*

cray@townofzebulon.org

RE: Sidney Creek Ph 1A – Completion Bond
Phase 1A –123 Lots

Dear Mr. Ray:

Please find attached the estimated bond amounts needed to complete the improvements for Phase 1A – 123 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 \$1,012,089.90 (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. Andrews Stocks

J. Andrew Stocks, PE
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1 Certifications and Bond Letters/Bond Letter SC P1A 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



Stocks Engineering, P.A.		PROJECT NAME: Sidney Creek Ph 1A			
		NEIGHBORHOOD: Phase 1A			
P.O.Box 1108 Nashville, North Carolina 27856		SECTION NO. 123 Lots - Bond Amount			
252.459.8196 (v) 252.459.8197 (f)		LOTS: 123	L.F. STREET: +/5,725 LF		
Bond Amount Phase 1A - 123 Lots		LOCATION: Zebulon, NC			
		OWNER: DRSFA, LLC			
		ESTIMATOR: JAS 2-10-22			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL

SEDIMENTATION AND EROSION CONTROL

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

CLEARING/GRUBBING EARTHWORK FOR STREETS

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

STORM DRAINAGE

1	SCM Conversion - Plantings, Fence, etc.	2	LS	\$ 40,000.00	\$ 80,000.00	
					Subtotal	\$ 80,000.00

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	Sidewalk	57,250	SF	\$ 4.00	\$ 229,000.00	
2	Collector Street Final Layer of Asphalt	10,621	SY	\$ 8.90	\$ 94,526.90	
3	Local Street Final Layer of Asphalt	14,105	SY	\$ 6.02	\$ 84,912.10	
4	Roadway and Concrete Repairs	1	ALLOW	\$ 15,000.00	\$ 15,000.00	
5	Greenway	1	LS	\$ 140,383.50	\$ 140,383.50	
6	Handicap Ramps	18	EA	\$ 500.00	\$ 9,000.00	
					Subtotal	\$ 572,822.50

MISCELLANEOUS & FINAL

1	Striping	1	LS	\$ 9,775.00	\$ 9,775.00	
2	Signage	1	LS	\$ 24,946.35	\$ 24,946.35	
3	Mail Kiosk	1	LS	\$ -	\$ -	
4	Butterfly Garden	1	LS	\$ 5,373.50	\$ 5,373.50	
					Subtotal	\$ 40,094.85

ESC through Miscellaneous and Final **Subtotal** \$ 692,917.35

Construction Total \$ **692,917.35**

Soft Cost per TOZ - % of Const. Subtotal

1	Design/CA	15%	\$ 103,937.60
2	Const. CPI	15%	\$ 103,937.60
3	Geotechnical	1%	\$ 6,929.17
4	Construction Staking	Allow	\$ 3,000.00
5	Construction Inspections	13 Day	\$ 9,360.00

TOZ Total Amount to Bond \$ 920,081.73

Bond Amount at 110% \$ **1,012,089.90**

Handwritten signature and date:
4-7-22
APPROVED AS SUBMITTED



5

SUBDIVISION BOND

BOND NO. 017248257

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

2099 Galther 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 Dept.

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

(hereinafter called Obligee) in the penal sum of One Million Twelve Thousand Eighty Nine Dollars and 90/100
(\$1,012,089.90) 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 1 A

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

~~SPECIAL INSTRUCTIONS: IT IS A CONDITION OF THIS BOND THAT IT SHALL EXPIRE WHEN RELEASED IN WRITING BY THE OBLIGEE AND THE ORIGINAL BOND IS RETURNED TO THE SURETY. THE BOND WILL RENEW ANNUALLY AND BE IN FULL FORCE UNTIL BOTH ARE RECEIVED~~

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 April 20, 2022

DRSFA

By: Paul J. Yeager Principal

Liberty Mutual Insurance Company

BY: 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 surety 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, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

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 28, 2021
Member, Pennsylvania Association of Notaries

By: 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 20th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

6

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

Approved AS Submitted 4-7-22

Friday, February 11, 2022

DEVELOPER'S GUARANTY

Re : Town of Zebulon, N.C. (the "Town")
Sidney Creek Phase 1A – Sidney Creek Dr. Sta. 10+00.00 to Sta. 38+02.00,
Channel Drop Loop Sta. 10+00.00 to Sta. 21+25.20 and Sta. 66+97.50 to Sta.
75+77.30, Peakhurst Drive Sta. 12+54.85 to Sta. 1982.85 and Sprout Street.

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

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in Phase 1A – Sidney Creek Dr., Channel Drop Loop, Peakhurst Dr., and Sprout Street (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 14th day of MARCH 2022.

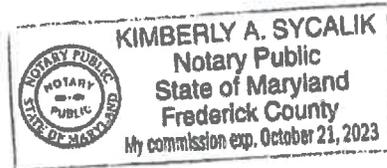
DRSFA, LLC

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

Sworn to and subscribed before me this 14th day of MARCH, 2022.

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

LOK
APPROVED
AS
Subm. Feb
4-7-22

Friday, February 11, 2022

DEVELOPER'S GUARANTY

Re : Town of Zebulon, N.C.
Sidney Creek Phase 1A – Sidney Creek Dr. Sta. 10+00.00 to Sta. 38+02.00,
Channel Drop Loop Sta. 10+00.00 to Sta. 21+25.20 and Sta. 66+97.50 to Sta.
75+77.30, Peakhurst Drive Sta. 12+54.85 to Sta. 1982.85 and Sprout Street.

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

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 1A – Sidney Creek Dr., Channel Drop Loop, Peakhurst Dr., and Sprout Street 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.

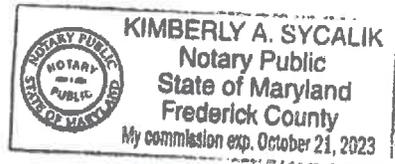
DRSFA, LLC has executed this guarantee this 14th day of MARCH 2022.

Paul J. Yeager
Paul Yeager, Vice President
DRSFA, LLC

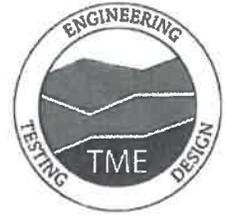
Sworn to and subscribed before me this
14th day of MARCH, 2022.

Kimberly A Sycalik
NOTARY PUBLIC

Commission Expires: 10/21/2023



SEAL



8

February 22, 2022

Randy Talton
Dan Ryan Builders
3000 RDU Center Drive, Ste 202
Morrisville, NC 27560

47-22
Approved as submitted
L. Col
Subgrade
Agg Reports
Base

Reference: Summary of Interior Roadways
Sidney Creek – Phase 1a (Revised 2-25-2022)
Zebulon, North Carolina
TME Project No.: 210185C

Dear Mr. Talton:

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

Subgrade conditions were evaluated by proofrolling 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. 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. Stone depth was checked periodically at testing locations and found to have 8 inches of stone in place. Concrete for curb was sampled and tested for compressive strength. Lab results indicated all concrete sampled met specified 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. Please see attached QC-5 for asphalt testing by others.

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. C3201



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

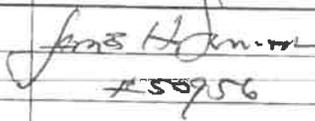
David Truesdale
Project Manager

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WORKSHEET FOR ROADWAY CORE SAMPLE DENSITY DETERMINATION & COMPARISON

PROJECT NUMBER: SIDNEY CREEK TYPE MIX: RS9.5B MIN. % COMPACTION REQ.: 90.0%

CONTRACTOR: PLYTHE PLANT LOCATION: GARNER

DATE PLACED	JMF No.	SAMPLE No.	SAMPLE THICKNESS	DRY WT.	SSD WT.	IN WATER WT.	QA SP. GR.	QC SP. GR.	TARGET SP. GR.	QA %	QC %	LIMITS OF PRECISION (Y/N)	* QA / QC TECHNICIAN SIGNATURE
	18-0259-152	1	1 3/4	1649.4	1654.1	924.8		2.262	2.421		93.4		 #50756
	↙	2	1 3/4	1751.5	1755.7	965.0		2.215	↙		91.5		
		3	1 3/4	1732.4	1738.0	958.5		2.223	↗		91.8		
	18-0259-152								2.421	avg.	92.2		

NOTE: QC TO FAX CURRENT FORM TO QA DAILY DURING PRODUCTION.

* 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 RESULTS, IN ANY MANNER, HAS OCCURRED.



March 31, 2022

Randy Talton
DRB Group
3000 RDU Center Drive, Suite 202
Morrisville, NC 27560

APPROVED AS SUBMITTED 4-7-22

Reference: Summary of Construction Materials Testing
Sidney Creek
Franklinton, North Carolina
TME Project No.: 210185C

Dear Mr. Talton:

TM Engineering Inc. has provided construction testing services for the asphalt placed in phase 1A of the Sidney Creek subdivision in Zebulon, North Carolina. TME obtained asphalt cores directly from paved interior roadways. Coring locations, asphalt thickness, and densities were recorded and can be found on the attached document. It should be noted that this letter provides a summary of observations and is not a warranty or performance guarantee.

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. C3201

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



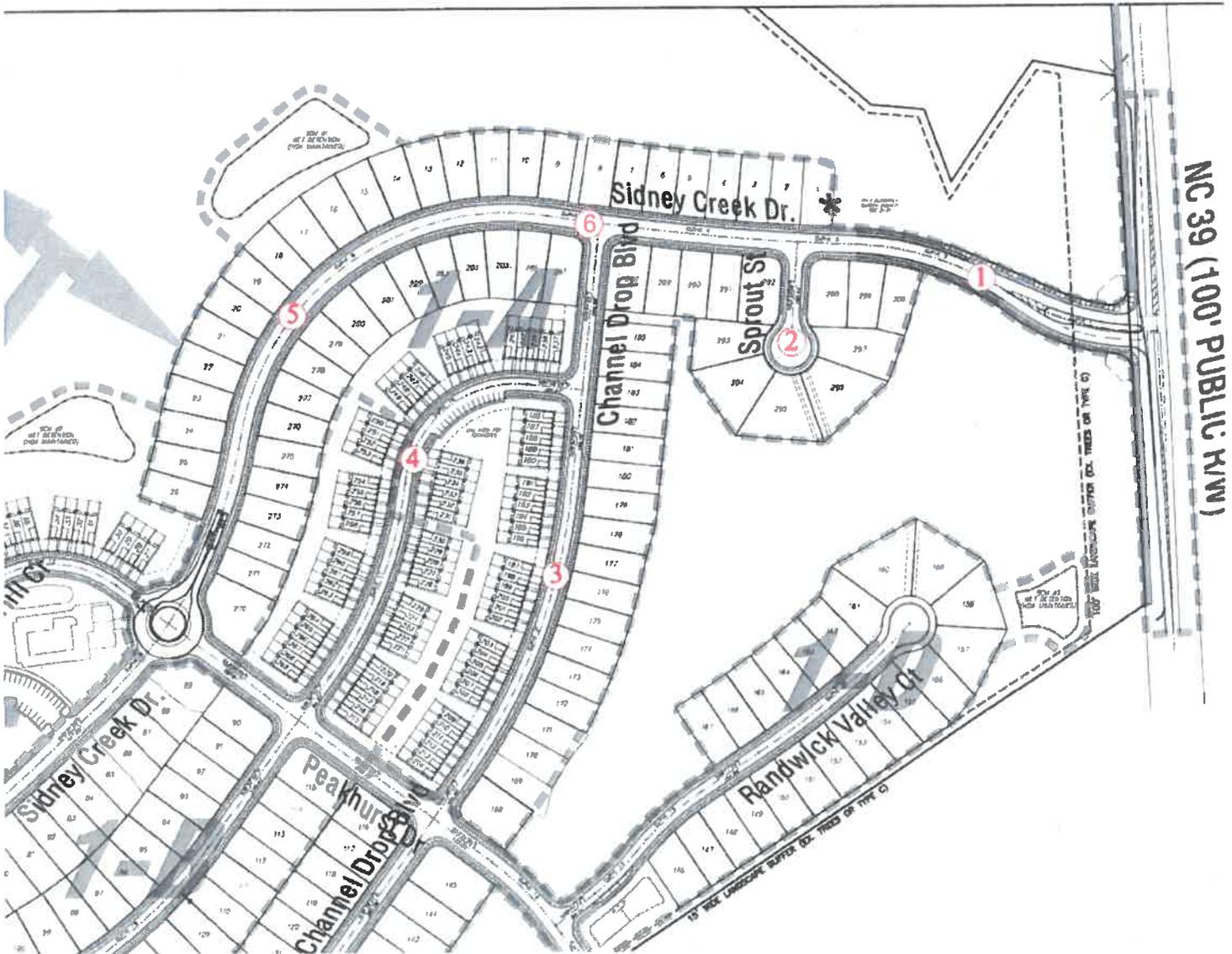
David Truesdale
Project Manager

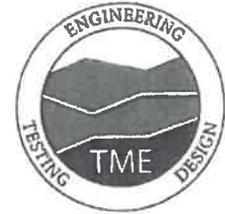
Asphalt thickness and density
Sidney Creek

Core #	Mix Type	Dry Weight	Weight In Water	SSD Weight	Volume	Specific Gravity	Rice	Percent Compaction	Thickness (in.)
1	RS 9.5B	2487.3	1401.3	2491.8	1090.5	2.281	2.432	93.8	2.50
2	RS 9.5B	1414.6	787.0	1418.1	631.1	2.241	2.432	92.2	1.50
3	RS 9.5B	1834.1	1021.9	1836.4	814.5	2.252	2.432	92.6	2.00
4	RS 9.5B	1762.4	971.9	1764.3	792.4	2.224	2.432	91.5	1.875
5	RS 9.5B	2354.7	1325.5	2359.4	1033.9	2.277	2.432	93.6	2.50
6	RS 9.5B	2279.2	1284.2	2284.0	999.8	2.280	2.432	93.7	2.50
Average RS 9.5B								92.9	2.15

2 Sidney Creek Drive - Collected - Thickness 2.5"

Note: The JMF used for this mix is 19-0258-151. The required average compaction for RS 9.5B is 90.0%





February 22, 2022

Randy Talton
Dan Ryan Builders
3000 RDU Center Drive, Ste 202
Morrisville, NC 27560

*✓ OK
4-7-22
APPROVED AS SUBMITTED
WORK BONDED
VIA NCDOT
ENCLOSURE.*

Reference: Summary of Road Widening
Sidney Creek - Widening
Zebulon, North Carolina
TME Project No.: 210185C

Dear Mr. Talton:

TM Engineering Inc. has provided construction testing services for the road widening of Hwy 39 associated with 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 proofrolling 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. The aggregate base course was also evaluated however was not able to be proofrolled due to dimensions per the contractor. Periodic stone density tests were performed on the aggregate base course which produced results of 100% compaction at the test locations. Stone depth was checked periodically at testing locations and found to have 8 inches of stone in place. 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. Please see attached QC-5 for asphalt testing by others.

TM Engineering appreciates the opportunity to have provided you with our services on this project. It should be noted that this letter provides a summary of observations and is not a warranty or performance guarantee. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc. C3201



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

David Truesdale
Project Manager



Friday, February 11, 2022

Engineer's Certification Public Water

RE: Sidney Creek Phase 1A

To Whom It may Concern:

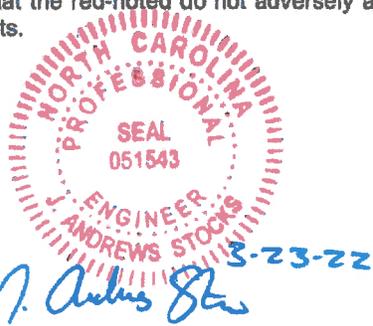
I, **J. Andrew Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

Sidney Creek Phase 1A

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:



LAH
4-7-22
APPROVED
AS
Submitted

JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1 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



Friday, February 11, 2022

Engineer's Certification Public Sewer

RE: Sidney Creek Phase 1A

To Whom It may Concern:

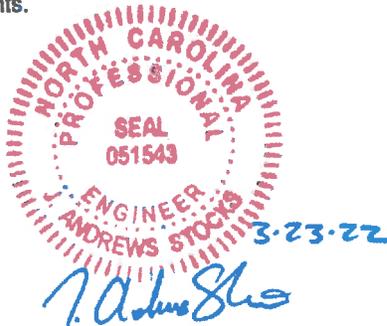
I, J. Andrew Stocks, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

Sidney Creek Phase 1A

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:



LOD
4-7-22
APPROVED
AS
SUBMITTED

JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Builts/Ph 1 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@stocksengineering.com



(11)

*Let
Approved
AS
Submitted
4-7-22*

March 29, 2022

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

Re: Sidney Creek Materials

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

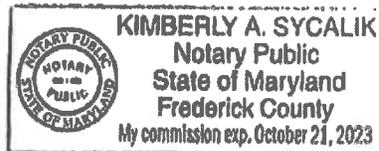
Paul Yeager
Executive Vice President / CFO

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



LIEN WAIVER AND RELEASE

~~LET~~
4-7-22
APPROVED
As submitted

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 1A – Sidney Creek Dr. Sta. 10+00.00 to Sta. 38+02.00, Channel Drop Loop Sta. 10+00.00 to Sta. 21+25.20 and Sta. 66+97.50 to Sta. 75+77.30, Peakhurst Drive Sta. 12+54.85 to Sta. 1982.85 and Sprout Street 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 signer in any and all capacities.

Witness the following signature and seal this 3 day of March, 2022.

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 3 day of March, 2022.

Deanna L. Harp
Notary Public

My Commission Expires: 3-3-26

Subdivision: Sidney Creek Ph 1A



LIEN WAIVER AND RELEASE

Leah
4-7-22
Approved
by
Schmitt

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:

public

All work related to the installation of water and sewer infrastructure located within Sidney Creek Phase 1A – Sidney Creek Dr. Sta. 10+00.00 to Sta. 38+02.00, Channel Drop Loop Sta. 10+00.00 to Sta. 21+25.20 and Sta. 66+97.50 to Sta. 75+77.30, Peakhurst Drive Sta. 12+54.85 to Sta. 1982.85 and Sprout Street 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 signer in any and all capacities.

Witness the following signature and seal this 10 day of March, 2022.

Contractor/Subcontractor/Materialman

B.S. Jacoby (Signature)

Name: BRISN S. JACOBY

Title: V. PRESIDENT

Company: Kenneth West, Inc.

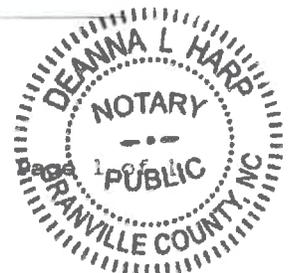
State of NC; County/City of Wake/Garner;

Subscribed and sworn to before me this 10 day of March, 2022.

[Signature]
Notary Public

My Commission Expires: 3-3-26

Subdivision: Sidney Creek Ph 1A



13

DUKE ENERGY PROGRESS

INVOICE

Email sent to customer on 02/18/2022

Invoice: N438288701
Invoice Date: 2/19/2022
Page: 1 of 1

Bill to: **DAN RYAN BUILDERS**
DAN RYAN BUILDERS
3000 RDU CENTER DR. STE. 202
SYDNEY CREEK PH I
MORRISVILLE NC 27660

Customer ID: 000240139
PO / Contract No.
Payment Terms: Net 30
Due Date: 3/20/2022

Amount Due: **\$49,648.00**

Invoiced for work or services performed at: **STREET LIGHTS ZEBULON NC**

For questions about your invoice, please contact Rob Richard at 919/278-2634 *RCR*

Line	Date of Charge	Description	Net Amount
1	02/17/2022	UL UG for Lighting	\$48,400.00
2	02/17/2022	UPFRONT UNDERGROUND FEE (60 POLES)	\$3,248.00
		NC SALES TAX	
Amount Due:			\$49,648.00

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billxpress.com/webapp/DukeEnergy>. Enter your customer ID and billing slip 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 802874
Charlotte NC 28260-2874

ACH instructions: **Wells Fargo - Progress**
121000248
Duke Energy Progress
002082680000020

Invoice Number: **N438288701**

Corporation Code: **50126**
Please Pay By: **3/20/2022**
Customer ID: **000240139**
Total Amount Due: **\$49,648.00**

Fed Tax ID # 56-2165481

DAN RYAN BUILDERS
DAN RYAN BUILDERS
3000 RDU CENTER DR. STE. 202
SYDNEY CREEK PH I
MORRISVILLE NC 27660

Amount Enclosed

DUKE ENERGY PROGRESS

1814343336323835323730310000000049648008

Work Order Tracking ID

Find Work Order

Find Navigation Item

Go To Applications

Available Queries

All Records

DATE MANAGEMENT

VIEW LIST

Common Actions

New Work Order

Refresh Work Order

Clear Changes

More Actions

Work Order

Create

View

Change Set File

Work Order: 1814343336323835323730310000000049648008

Bill Details for Work Order

Bill No	Bill Type	Bill Status	Total Charges	Date Submitted	Date Invoiced	Date Paid	Result Set?	Total CMAA Amount
1	U/P	PAID	\$9,864.00	02/19/2022 2:37 PM	02/19/2022	03/02/2022		0.00

Accounting Information

Bill Item CMAA?	Charge Code	Description	Sub Total
	0000	UL UG for Lighting	\$48,400.00
	0000	UPFRONT UNDERGROUND FEE (60 POLES)	\$3,248.00

Customer Load

0 - 0 of 0

LA
APPROVED
4-7-22



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

INVOICE #
22-00280

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

ACCOUNT ID: STOCKS PIN: 089360
INVOICE DATE: 03/02/22
DUE DATE: 03/03/22

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Sidney Creek Phase 1A Plat		
2980.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Sidney Creek Phase 1A	1.000000	2,980.00
5725.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Sidney Creek Phase 1A	2.500000	14,312.50
11450.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Sidney Creek Phase 1A	1.000000	11,450.00
75.0000	TRANSPOR	Transportation Impact Fee Sidney Creek Phase 1A	1,200.540000	90,040.50
123.0000	GREENWAY	Greenway Impact Fee Sidney Creek Phase 1A	3,000.000000	369,000.00
0.0000	GREENWAY	Greenway Impact Fee Sidney Creek Phase 1A	2,500.000000	0.00
127.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Sidney Creek Phase 1A	10.000000	1,270.00
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Final plat Base Fee	300.000000	300.00
2857.0000/LF	STORMMAP	STORMWATER MAPPING FEES	1.500000	4,285.50
48.0000	TRANSPOR	Transportation Impact Fee	612.040000	29,377.92
		TOTAL DUE:		\$ 523,016.42

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 #: 22-00280
DESCRIPTION: Sidney Creek Phase 1A Plat
ACCOUNT ID: STOCKS PIN: 089360
DUE DATE: 03/03/22
TOTAL DUE: \$ 523,016.42

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





15

Notification of Conditional Acceptance

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

Project Name: SIDNEY CREEK

Project Phase: PHASE 1 - A

Permit Number(s): W - 3704

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: 8 / 01 / 2022

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.

CH



Friday, February 11, 2022

City of Raleigh – Zebulon Public Utilities

Left Approved AS Submitted 4-7-22

RE: Sidney Creek Phase 1A – Engineer's Certified Statement of Cost of Public Utilities Installed

To Whom it may Concern:

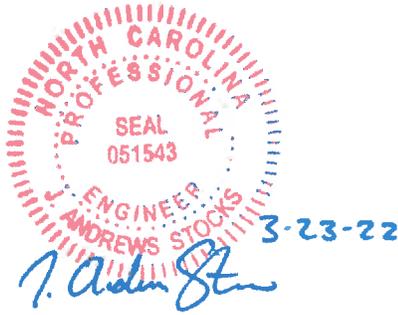
The City of Raleigh Request a certified statement as to the quantities and cost of public utilities that have been installed within **Sidney Creek Ph 1A**.

City of Raleigh Public Sewer in the amount of \$ 276,676.48 (see attached) and
City of Raleigh Public Water in the amount of \$ 334,925.24 (see attached).9

Sincerely,
STOCKS Engineering, PA

J. Andrews Stocks

J. Anderw Stocks, PE
Project Manager



JAS/ProjectFolder//2018-001 DRB-Zebulon-Chamblee Road Site/As Bulits/Ph 1 Certifications and Bond Letters/Certified Statement of Utility Cost – Ph 1A'

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)
252.903.6691 (mobile)
mstocks@stocksengineering.com

16

Let
4-7-22
Approved
AS
Submitted

Stocks Engineering, P.A.		PROJECT NAME Sidney Creek Ph 1A			
		NEIGHBORHOOD: Phase 1A			
P.O.Box 1108 Nashville, North Carolina 27856		SECTION NO. 123 Lots			
252.459.8196 (v) 252.459.8197 (f)		LOTS: 123		L.F. STREET: +/- 725 LF	
Engineer's Certified Statement of Cost of Public Utilities Installed		LOCATION: Zebulon, NC			
		OWNER: DRSFA, LLC			
		ESTIMATOR: JAS 2-10-22			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL

SEDIMENTATION AND EROSION CONTROL

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

CLEARING/GRUBBING EARTHWORK FOR STREETS

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

STORM DRAINAGE

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

PUBLIC WATER MAINS AND SERVICES

1	12" DIP (+/- 2,400 LF)	1	LS	\$ 108,312.00	\$ 108,312.00
2	8" DIP (+/- 20 LF)	1	LS	\$ 675.80	\$ 675.80
3	6" DIP (+/- 1,860 LF)	1	LS	\$ 53,754.00	\$ 53,754.00
4	SERVICES	132	LS	\$ 1,304.42	\$ 172,183.44
				Subtotal	\$ 334,925.24

PUBLIC SEWER MAINS AND SERVICES

1	8" SDR 35 PVC	1	LS	\$ 96,332.98	\$ 96,332.98
2	8" DIP	1	LS	\$ 15,134.07	\$ 15,134.07
3	8" RJ DIP	1	LS	\$ 23,532.80	\$ 23,532.80
4	8" SDR 26 PVC	1	LS	\$ 34,163.95	\$ 34,163.95
5	SERVICES	132	LS	\$ 814.49	\$ 107,512.68
				Subtotal	\$ 276,676.48

STREET PAVING, CURB & GUTTER

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

MISCELLANEOUS & FINAL

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

ESC through Miscellaneous and Final

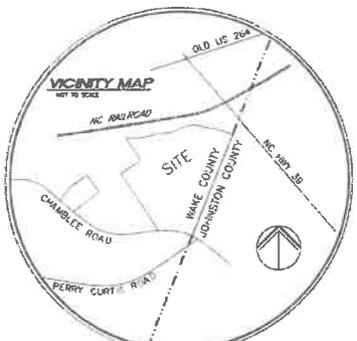
Subtotal \$ 611,601.72

Total Amount \$ 611,601.72

SUMMARY

SEDIMENTATION AND EROSION CONTROL	\$ -
CLEARING/GRUBBING EARTHWORK FOR STREETS	\$ -
STORM DRAINAGE	\$ -
WATERMAINS AND SERVICES	\$ 334,925.24
SEWER MAINS AND SERVICES	\$ 276,676.48
STREET PAVING, CURB & GUTTER	\$ -
MISCELLANEOUS & FINAL	\$ -

TOTAL FOR THIS ESTIMATE \$ 611,601.72



SIDNEY CREEK CONSERVATION SUBDIVISION

ZEBULON, NORTH CAROLINA

PHASE ONE - TRC 2020-02

APPROVED
Town of Zebulon - Planning
Weade Brackshaw III
11/10/2020
3/26/22
Approved

EROSION CONTROL, STORMWATER AND FLOOD PLAIN MANAGEMENT

APPROVED
EROSION CONTROL S
STORMWATER MGMT S
FLOOD STUDY S
DATE _____

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ZEBULON REVIEW SET - MARCH 10, 2020 JULY 6, 2020

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CE-03	PHASE ONE CONSTRUCTION PLAN
CE-04	STREET ALIGNMENT, SIGNAGE, AND STRIPING
CE-05	UTILITY PLAN (SEWER)
CE-05A	UTILITY PLAN (WATER)
CE-06	LINE A PLAN and PROFILE
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CE-18	STREET J PLAN and PROFILE
CE-19	STREET K PLAN and PROFILE
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CE-22	GRADING PLAN - AREA 2
CE-23	GRADING PLAN - AREA 3
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D-18	TOWN OF ZEBULON DETAILS
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D-20	TOWN OF ZEBULON DETAILS
D-21	TOWN OF ZEBULON DETAILS
D-22	TOWN OF ZEBULON DETAILS
D-23	DUKE ENERGY LIGHTING PLAN
D-24	DUKE ENERGY LIGHTING PLAN

- CONTRACTOR NOTES**
1. THE CONTRACTOR SHALL FURNISH BY THE LINE DETAILED CURBS, ETC.
 2. THE CONTRACTOR SHALL FURNISH AND COORDINATE WITH ALL CITY DEPARTMENTS FOR ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF ZEBULON, NORTH CAROLINA, AND THE STATE OF NORTH CAROLINA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF ZEBULON, NORTH CAROLINA, AND THE STATE OF NORTH CAROLINA.
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LOCATION: 1/2 TRACT 78
CHAMBERLET ROAD
WAKE COUNTY, NC
178 SINGLE FAMILY LOTS
TOWN HOMES

CITY: WAKE COUNTY
ZIP: 27109-0809

OWNER: WEAVER F. BROWN
TOWNSHIP OF ZEBULON
3100 87TH-00 SIDNEY CREEK

TOTAL ACRES: 4231.38 AC.
100% OPEN SPACE: 4231.38 AC.
100% OPEN SPACE: 4231.38 AC.

TOTAL OPEN SPACE: 4231.38 AC. (100%)
OPEN SPACE LOT 1: 689.78 SF (15.14 AC.)
OPEN SPACE LOT 2: 148,530 SF (3.37 AC.)
OPEN SPACE LOT 3: 10,243 SF (0.23 AC.)
OPEN SPACE LOT 4: 10,243 SF (0.23 AC.)
OPEN SPACE LOT 5: 10,243 SF (0.23 AC.)
OPEN SPACE LOT 6: 10,243 SF (0.23 AC.)

PROPOSED USE: RESIDENTIAL

DEVELOPER: DRISFA, LLC
3000 RDU Center Drive
Suite 202
Morrisville, NC 27560
Contact: TREVOR DALTON
919-298-7027
tdalton@drisfa.com

DESIGNER: STOCKS ENGINEERING, P.A.
801 East Washington Street
P.O. Box 100
Nestville, NC 27560
252-455-8706 (v)
Contact: Mike Stocks, PE
mstock@stocksengineering.com

CONVENING AGENCIES:

PLANNING: TOWN OF ZEBULON
1001 N. JACOBUS, INC.
ZEBULON, NC 27597

CONTRACT: 1818-0001-0001
(1818) 823-1808
mstock@stockseng.org

ZEBULON REVIEW NOTES:
TOWNSHIP OF ZEBULON
PUBLIC WORKS
402 E. WORTH STREET
ZEBULON, NC 27597

CONTRACT: 0701 918-025

Owner/Developer:

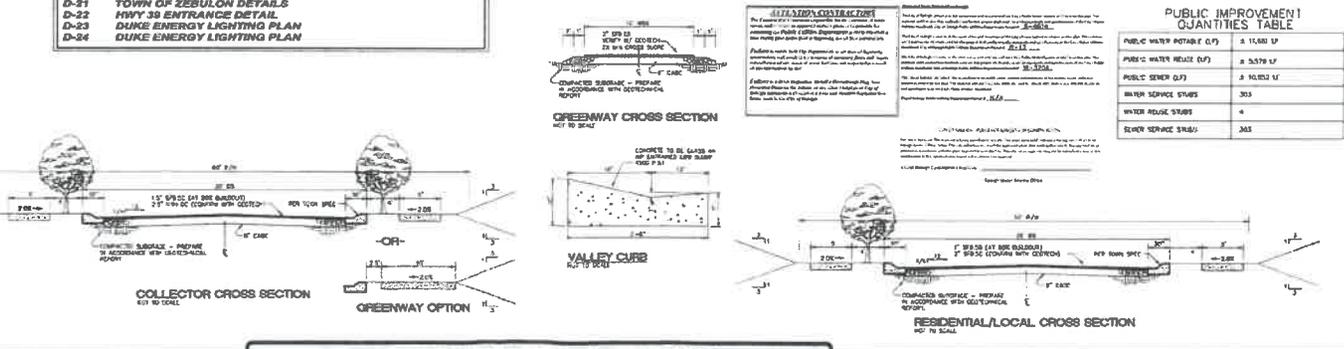
DRISFA, LLC
3000 RDU Center Drive
Suite 202
Morrisville, NC 27560
Contact: TREVOR DALTON
919-298-7027
tdalton@drisfa.com

Civil Engineering:

Stocks Engineering, P.A.
801 East Washington Street
P.O. Box 100
Nestville, NC 27560
252-455-8706 (v)
Contact: Mike Stocks, PE
mstock@stocksengineering.com

Surveying:

True Line Surveying, P.C.
205 West Main St.
Clayton, North Carolina 27520
919-298-0422 (v)
Contact: Curt Lane, PLS
curl@truelinesurveying.com

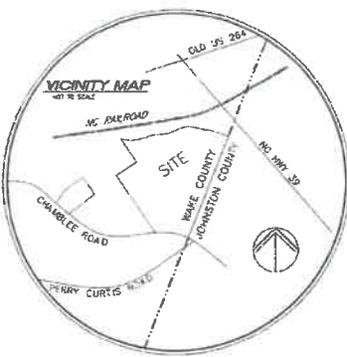


STOCKS ENGINEERING
100 EAST WASHINGTON STREET
ZEBULON, NC 27597
PHONE: (252) 455-8706
WWW.STOCKSENG.COM

BLN-C-18014

SIDNEY CREEK, DAN RYAN BUILDERS
ZEBULON, NORTH CAROLINA

COVER SHEET
REVISED: 11/10/2020 - 02-23-22
AS BUILTS 2-23-22
DATE: 11/10/2020
SCALE: 1"=20'
DATE: 11/10/2020
SCALE: 1"=20'



SIDNEY CREEK CONSERVATION SUBDIVISION ZEBULON, NORTH CAROLINA PHASE ONE - TRC 2020-02

EROSION CONTROL, STORMWATER AND FLOODPLAIN MANAGEMENT

APPROVED

EROSION CONTROL S-1

STORMWATER MGMT S-2

FLOOD STUDY S-3

DATE _____

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CS-04A SIGNAGE AND STRIPING

CS-05 UTILITY PLAN (WATER)

CS-06 LINE A PLAN and PROFILE

CS-07 LINE A and B PLAN and PROFILE

CS-08 DRAINAGE PLAN

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CS-34 GREENWAY PLAN and PROFILE

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D-04 CITY OF RALEIGH SEWER AND REUSE WATER DETAILS

D-05 CITY OF RALEIGH SEWER AND REUSE WATER DETAILS

D-06 CITY OF RALEIGH REUSE WATER DETAILS

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D-11 NPDES EROSION CONTROL SHEET

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D-14 SCM # 3 POND DETAILS

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D-19 TOWN OF ZEBULON DETAILS

D-20 TOWN OF ZEBULON DETAILS

D-21 TOWN OF ZEBULON DETAILS

D-22 HWY 38 ENTRANCE DETAIL

D-23 NCDOT PAVEMENT MARKINGS STANDARD DETAILS

D-24 DUKE ENERGY LIGHTING PLAN

D-25 DUKE ENERGY LIGHTING PLAN

- CONTRACT NOTES:**
1. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS BY THE CITY OF ZEBULON, NORTH CAROLINA, AND THE TOWN OF ZEBULON, NORTH CAROLINA, PRIOR TO PROCEEDING WITH CONSTRUCTION.
 2. THE CONTRACTOR SHALL VERIFY AND CORRECT ALL ALL CITY CONTRACTS IN THESE SPECIFICATIONS TO BE SUBJECT TO THE CITY OF ZEBULON, NORTH CAROLINA, AND THE TOWN OF ZEBULON, NORTH CAROLINA, PRIOR TO PROCEEDING WITH CONSTRUCTION.
 3. THE CONTRACTOR SHALL VERIFY AND CORRECT ALL ALL TOWN CONTRACTS IN THESE SPECIFICATIONS TO BE SUBJECT TO THE TOWN OF ZEBULON, NORTH CAROLINA, PRIOR TO PROCEEDING WITH CONSTRUCTION.
 4. ALL DIMENSIONS IN THIS SPECIFICATION SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
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LOCATION: 1/4 SECTION 10, TOWNSHIP 33N, RANGE 10E, COUNTY OF WAKE COUNTY, NC

PROPOSED PHASE 1 LOT CORNER: 1/4 SECTION 10, TOWNSHIP 33N, RANGE 10E, COUNTY OF WAKE COUNTY, NC

COUNTY: WAKE COUNTY

TOWNSHIP: TOWNSHIP 33N

RANGE: RANGE 10E

TOTAL ACQUIRED: 4,139.38 AC.

PH ONE TOTAL ACQUIRED: 3,938.82 AC.

PH ONE RESERVE AREA: 697.77 AC.

TOTAL OPEN SPACE: 9,189.27 AC. (96%)

PHASE 1 OPEN SPACE: 244,575 AC. (100%)

OPEN SPACE LOT 1: 244,575 SF (21.14 AC.)

OPEN SPACE LOT 2: 244,575 SF (21.14 AC.)

OPEN SPACE LOT 3: 244,575 SF (21.14 AC.)

OPEN SPACE LOT 4: 244,575 SF (21.14 AC.)

OPEN SPACE LOT 5: 244,575 SF (21.14 AC.)

OPEN SPACE LOT 6: 244,575 SF (21.14 AC.)

PROPOSED USE: RESIDENTIAL

COVERING AGENCIES:

WAKE COUNTY: WAKE COUNTY ENVIRONMENTAL AND PUBLIC WORKS DEPARTMENT, 100 SOUTH MAIN STREET, RALEIGH, NC 27601

TOWN OF ZEBULON: TOWN OF ZEBULON, 100 SOUTH MAIN STREET, RALEIGH, NC 27601

CITY OF RALEIGH: CITY OF RALEIGH, 100 SOUTH MAIN STREET, RALEIGH, NC 27601

Owner/Developer:

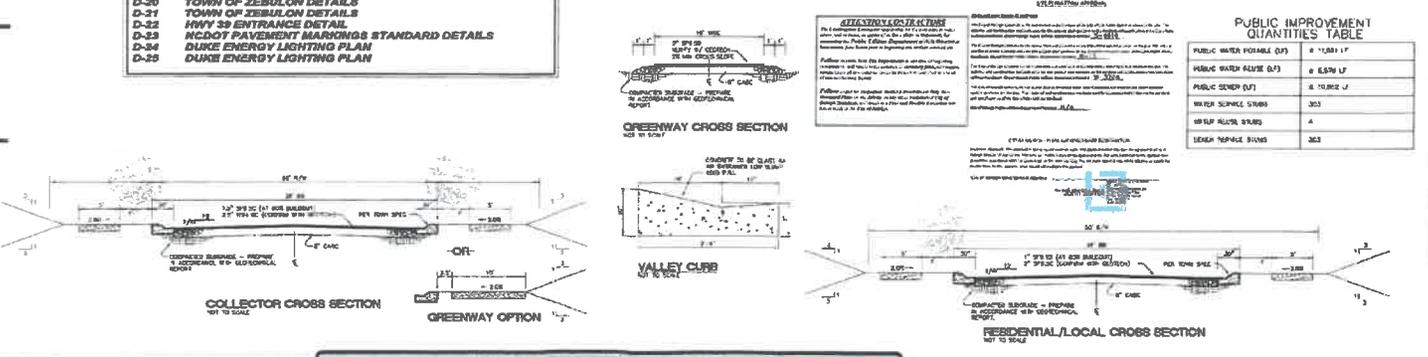
DRSFA, LLC
3000 RDU Center Drive
Suite 203
Morrisville, NC 27560
Contact: TREVOR DALTON
888.789.7857
tdalton@drsfa.com

Civil Engineering:

Stocks Engineering, P.A.
801 East Washington Street
P.O. Box 100
Mooresville, NC 27055
252.820.8100 (V)
Contact: Mike Stocks, PE
mstocks@stocksenr.com

Surveying:

True Line Surveying, P.C.
205 West Main St.
Clayton, North Carolina 27020
910.329.0427 (V)
Contact: Curt Lane, PLS
curt@truelinesurveying.com



ASBESTOS NOTES:

1. ALL STRUCTURES IN LAYOUT SHOULD BE SUBJECT TO THE OWNER'S ATTENTION PRIOR TO CONSTRUCTION.
2. WRITING SPECIFICATIONS REGARDING ASBESTOS REMEDIATION AND TESTING SHALL BE PROVIDED BY THE OWNER PRIOR TO CONSTRUCTION.
3. ALL MATERIALS, INSTALLATIONS, METHODS AND EQUIPMENT OF WORKS AND TESTS SHALL BE SUBJECT TO THE OWNER'S ATTENTION PRIOR TO CONSTRUCTION.
4. ALL STRUCTURES NOTED AS "POTENTIAL" SHALL BE KEPT UNDER CLOSE MONITORING.
5. ALL LOTS TO BE KEPT BY PUBLIC SHALL BE KEPT UNDER CLOSE MONITORING.
6. A 1/4" UTILITY, DRAINAGE AND ROAD INTERFERENCE ELEMENT IS REQUIRED UNDER ALL LOTS TO BE KEPT BY PUBLIC.
7. PLANNED OPEN SPACES TO BE KEPT BY THE OWNER SHALL BE KEPT UNDER CLOSE MONITORING.
8. THE CONTRACTOR SHALL BE KEPT UNDER CLOSE MONITORING BY THE OWNER.
9. GARDEN BEDS SHALL BE KEPT BY THE OWNER.
10. WALKING PATHS SHALL BE KEPT BY THE OWNER.
11. CONSTRUCTION SHALL BE KEPT BY THE OWNER.
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STOCKS ENGINEERING

801 EAST WASHINGTON STREET
MOORESVILLE, NC 27055
910.329.0427

BLAN-C-70

SIDNEY CREEK, DAN RYAN BUILDERS

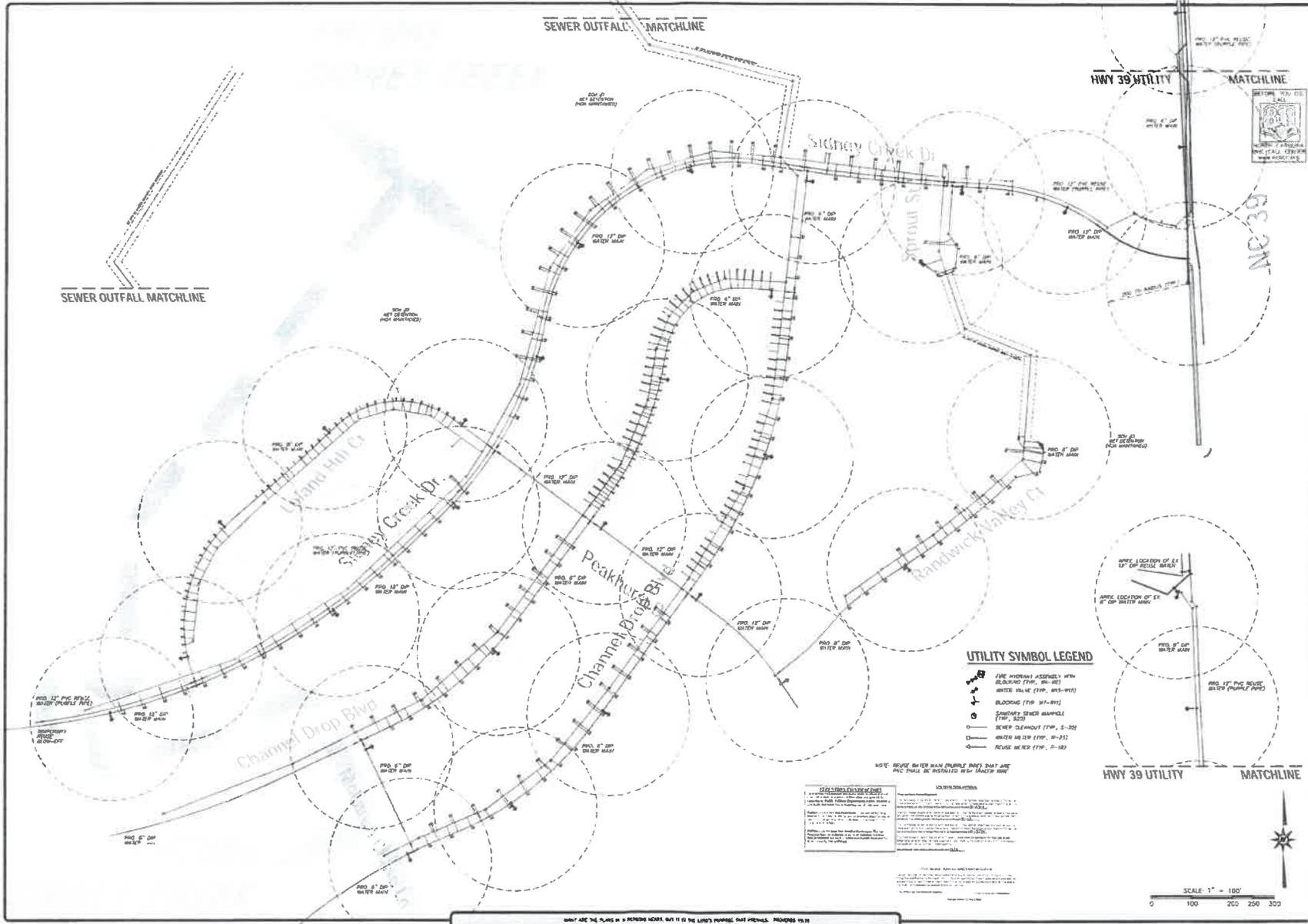
ZEBULON, NORTH CAROLINA

COVER SHEET

AS BUILTS

2-23-22

COVER



SEWER OUTFALL MATCHLINE

SEWER OUTFALL MATCHLINE

HWY 39 UTILITY MATCHLINE

HWY 39 UTILITY MATCHLINE

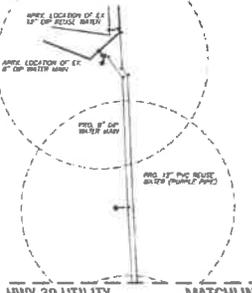
UTILITY SYMBOL LEGEND

- FIRE HYDRANT ASSEMBLY WITH RISER AND 12" RISER PIPE (FHP, 90-92)
- WATER VALVE (FVP, 903-910)
- BLEEDING (FHP, 911-913)
- SANITARY SEWER MANHOLE (FHP, 523)
- SEWER CLEANOUT (FHP, 5-32)
- METER SET IN TRENCH (FHP, 90-312)
- REUSE METER (FHP, 9-18)

NOTE: SEWER MANHOLE MAN (PLUMBING ONLY) SHALL BE PVC SHALL BE INSTALLED WITH MANHOLE RING

REVISIONS

NO.	DATE	DESCRIPTION
1	02/23/22	ISSUED FOR PERMITS



STOCKS ENGINEERING
 101 EAST 10TH STREET, SUITE 200
 ZEBULON, NC 27598
 PHONE: (919) 497-4108
 WWW.STOCKSENG.COM

SIDNEY CREEK, DAN RYAN BUILDERS ZEBULON, NORTH CAROLINA



UTILITY PLAN DWG. 1210

AS BUILTS
 2-23-22

SCALE: 1" = 100'

CE-05A

SITE PERMITTING APPROVAL

Water and Sewer Permits (if available)

The City of Raleigh requires all the construction and activities of the City's Public Works Department to be done in the city. The contractor will obtain all the necessary permits from the appropriate agencies and departments of the City of Raleigh. The City of Raleigh Public Works Department Permit # 1-6614.

The City of Raleigh requires all the construction and activities of the City's Public Works Department to be done in the city. The contractor will obtain all the necessary permits from the appropriate agencies and departments of the City of Raleigh. The City of Raleigh Public Works Department Permit # R-13.

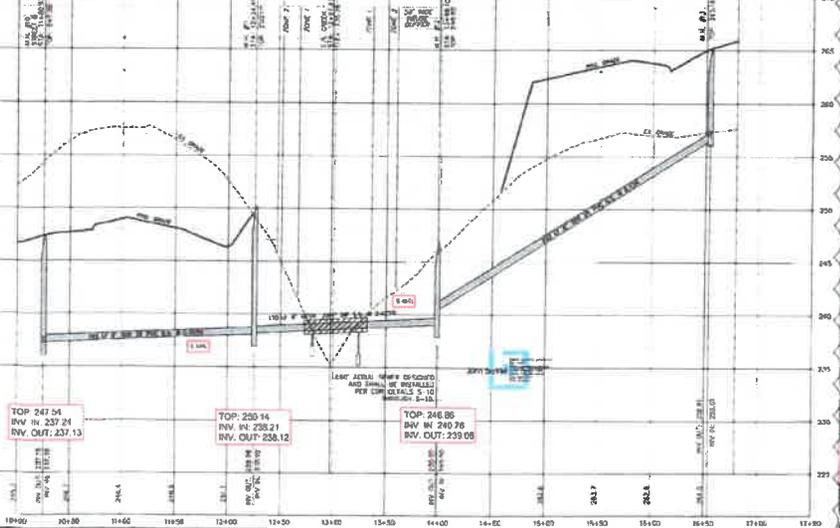
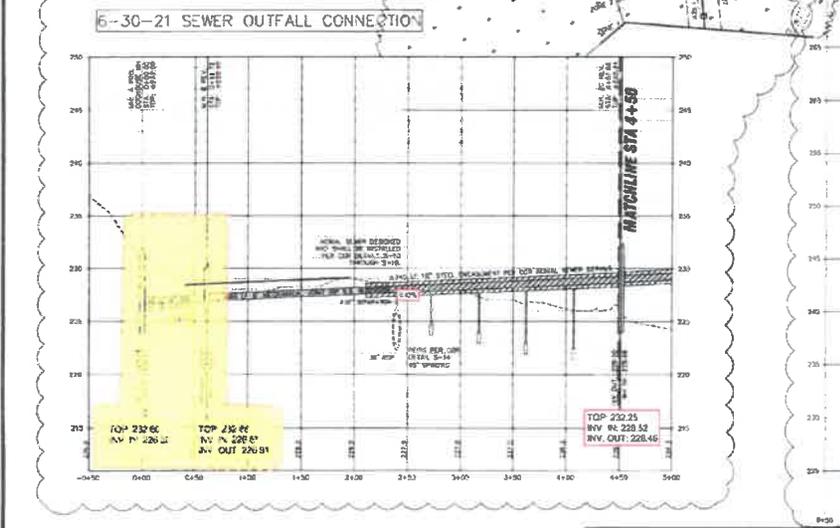
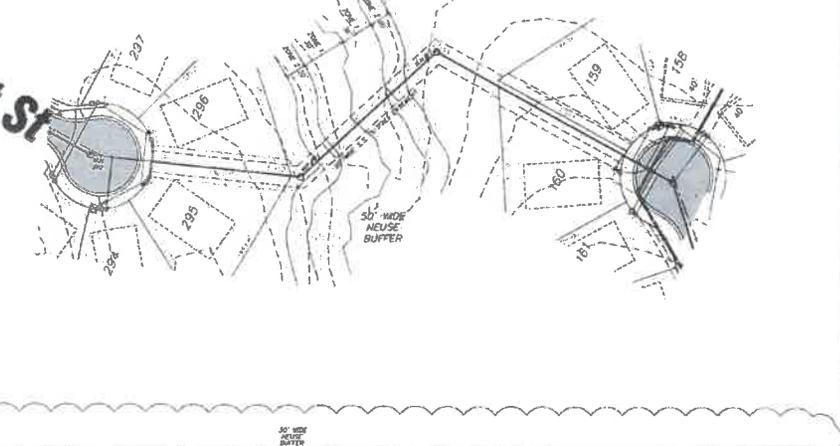
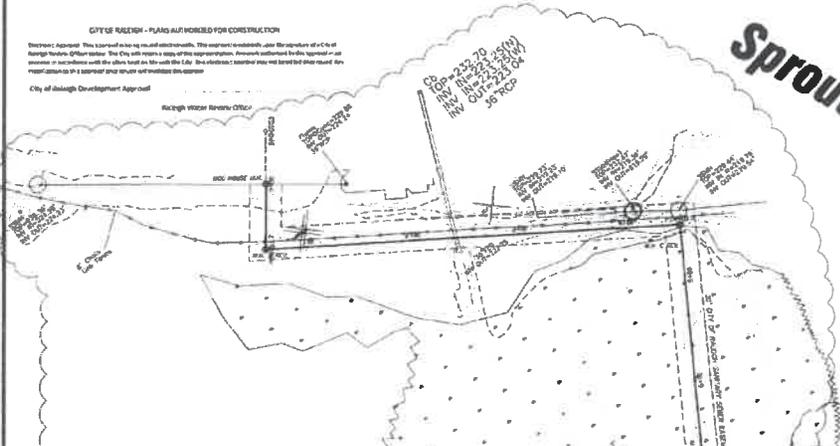
The City of Raleigh requires all the construction and activities of the City's Public Works Department to be done in the city. The contractor will obtain all the necessary permits from the appropriate agencies and departments of the City of Raleigh. The City of Raleigh Public Works Department Permit # W-5704.

The City of Raleigh requires all the construction and activities of the City's Public Works Department to be done in the city. The contractor will obtain all the necessary permits from the appropriate agencies and departments of the City of Raleigh. The City of Raleigh Public Works Department Permit # N/A.

ATTENTION CONTRACTORS

The Construction Contractor is responsible for the structure of water, sewer, and gas pipes, as approved in these plans. It is responsible for obtaining the Public Utilities Department or PUD 896-558 as soon as possible. The contractor is responsible for obtaining the Public Utilities Department or PUD 896-558 as soon as possible. The contractor is responsible for obtaining the Public Utilities Department or PUD 896-558 as soon as possible.

Follow to suit for inspection. Install a Benchmark Flag, in a Protected Place on the Subject, in any other location of City of Raleigh Standard. It is made in 2 1/2" and Possible Location. These items work in the City of Raleigh.



STOCKS ENGINEERING

WILLIAMSON, NC 27683
 PHONE: (919) 452-8185
 WWW.STOCKSENGINEERING.COM

SIDNEY CREEK, DAN RYAN BUILDERS
ZEBULON, NORTH CAROLINA

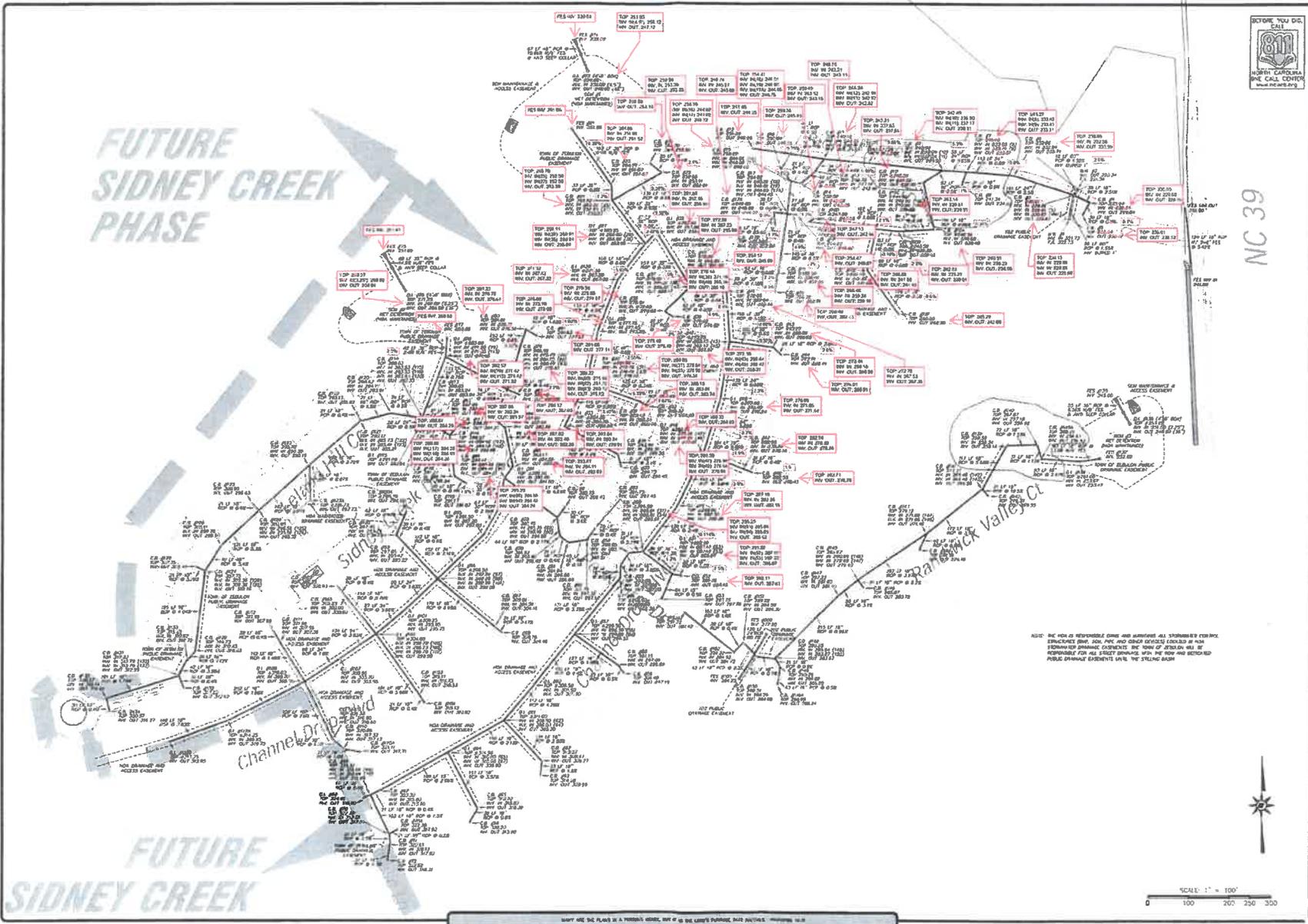
BLN-C-20716

SEAL
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF NORTH CAROLINA
 EXPIRES: 06/30/2022

AS BUILTS
 2-23-22

CE-07

FUTURE SIDNEY CREEK PHASE



NC 39



FUTURE SIDNEY CREEK



**STOCKS
ENGINEERING**
NORFOLK, VA 23502
www.stocksengineering.com

BLN-C-8876

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



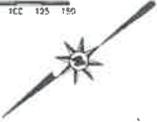
DRAINAGE PLAN	
DATE	11/20/23
BY	JMS
CHECKED BY	JMS
SCALE	AS BUILT
DATE	2-23-22
PROJECT	AS BUILT
DATE	2-23-22
SCALE	AS BUILT
DATE	2-23-22
SCALE	AS BUILT
DATE	2-23-22
SCALE	AS BUILT

SCALE: 1" = 100'
0 100 200 300 350

NOTE: THE PLAN IS A PRELIMINARY DESIGN. THE USER'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE DATA AND THE DESIGN IS THE USER'S RESPONSIBILITY.



SCALE: 1" = 50'



Sidney Creek Dr

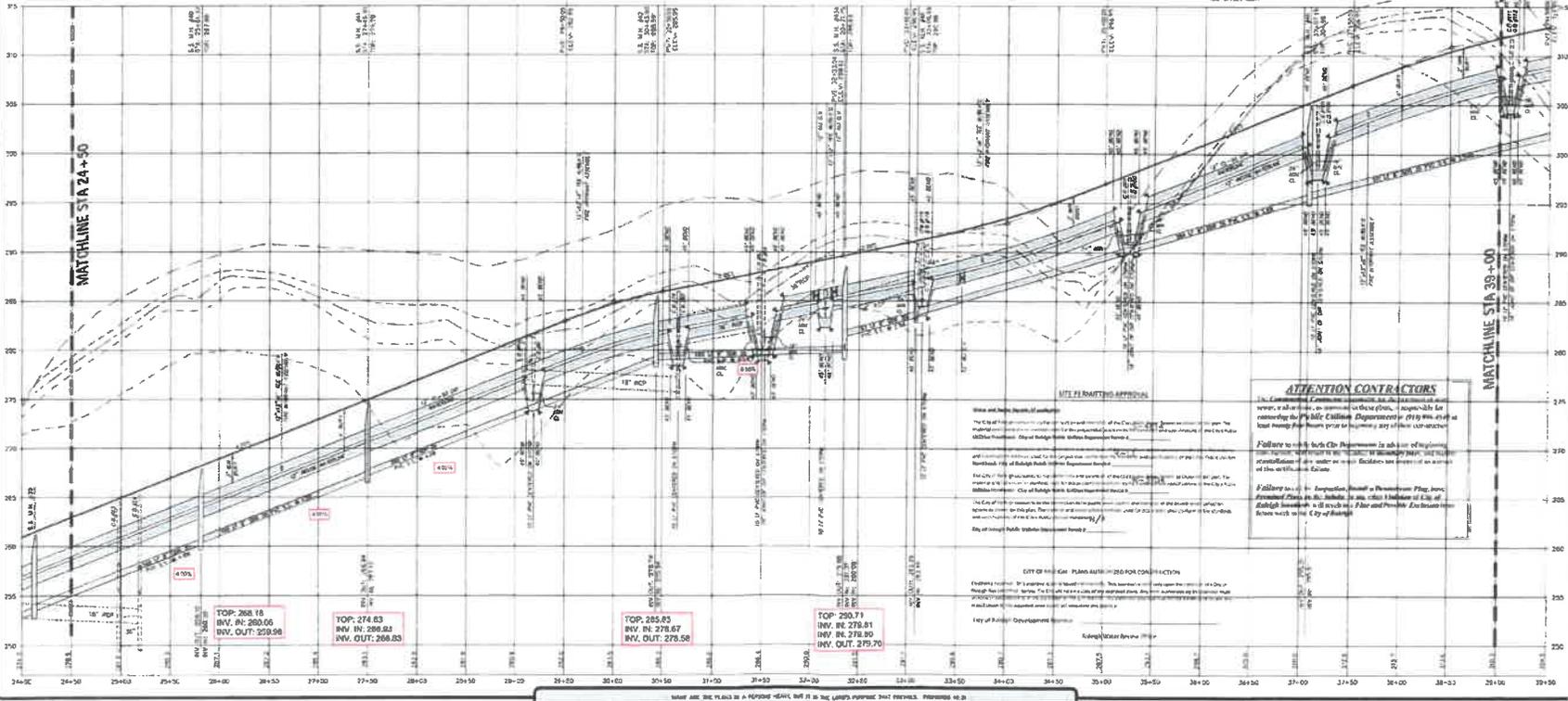
PROFILE LEGEND
--- 30' OFFSET LEFT
--- 30' OFFSET RIGHT
--- 30' OFFSET CENTER
--- 30' OFFSET RIGHT

HIGH PT STA 30+98.82
HIGH PT ELEV. 285.95
PVI STA 30+00.00
PVI ELEV. 284.95
LVC 30+00

LOW PT STA 33+00.00
LOW PT ELEV. 280.95
PVI STA 34+00.00
PVI ELEV. 282.95
LVC 34+00

PROFILE LEGEND
--- 30' OFFSET LEFT
--- 30' OFFSET LEFT
--- 30' OFFSET CENTER
--- 30' OFFSET RIGHT

HIGH PT STA 39+50.00
HIGH PT ELEV. 285.95
PVI STA 38+00.00
PVI ELEV. 283.95
LVC 38+00



ATTENTION CONTRACTORS
The Engineer is not responsible for the construction of the project. It is the responsibility of the contractor to verify all dimensions, elevations, and locations of all utilities and structures shown on this plan. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for the safety of all workers and the public during the construction process. The contractor shall be responsible for the removal and disposal of all debris and materials from the project site. The contractor shall be responsible for the maintenance of all access roads and utilities during the construction process. The contractor shall be responsible for the protection of all existing structures and utilities. The contractor shall be responsible for the installation and testing of all new structures and utilities. The contractor shall be responsible for the completion of all work in accordance with the plans and specifications. The contractor shall be responsible for the final inspection and approval of the project by the appropriate authorities.

UTILITY MARKING APPROVAL
The City of Raleigh has approved the utility markings shown on this plan. The contractor shall be responsible for the installation and testing of all new utility markings. The contractor shall be responsible for the maintenance of all existing utility markings. The contractor shall be responsible for the removal and disposal of all debris and materials from the project site. The contractor shall be responsible for the safety of all workers and the public during the construction process. The contractor shall be responsible for the protection of all existing structures and utilities. The contractor shall be responsible for the installation and testing of all new structures and utilities. The contractor shall be responsible for the completion of all work in accordance with the plans and specifications. The contractor shall be responsible for the final inspection and approval of the project by the appropriate authorities.

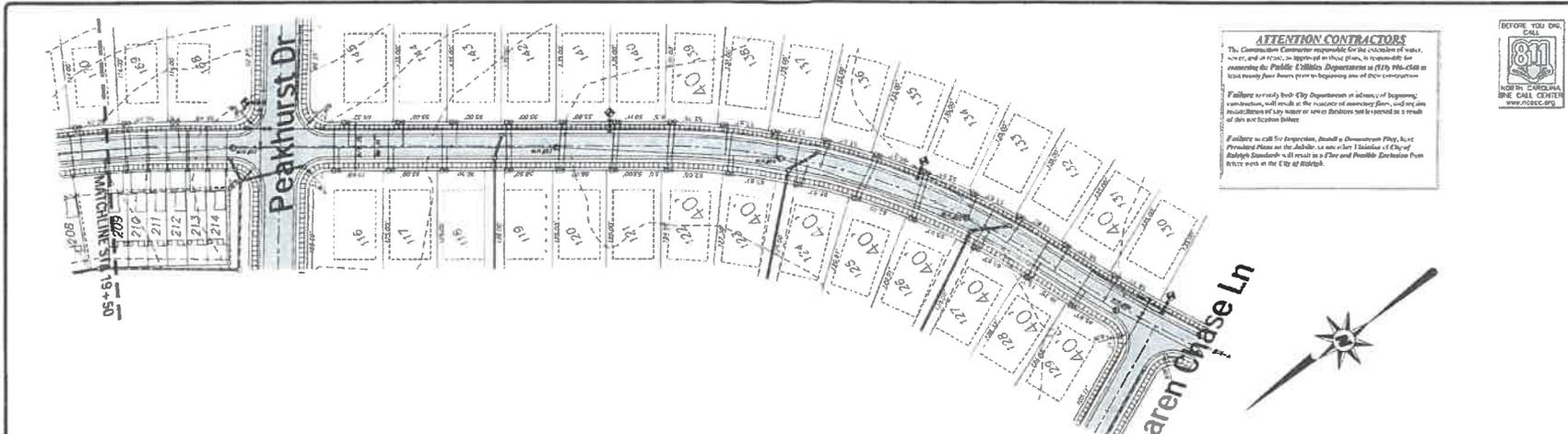
CITY OF RALEIGH PLUMBING PERMITS FOR CONSTRUCTION
The City of Raleigh has approved the plumbing permits shown on this plan. The contractor shall be responsible for the installation and testing of all new plumbing fixtures. The contractor shall be responsible for the maintenance of all existing plumbing fixtures. The contractor shall be responsible for the removal and disposal of all debris and materials from the project site. The contractor shall be responsible for the safety of all workers and the public during the construction process. The contractor shall be responsible for the protection of all existing structures and utilities. The contractor shall be responsible for the installation and testing of all new structures and utilities. The contractor shall be responsible for the completion of all work in accordance with the plans and specifications. The contractor shall be responsible for the final inspection and approval of the project by the appropriate authorities.

STOCKS ENGINEERING
101 S. HARRIS ST. SUITE 200
RALEIGH, NC 27601
PHONE: (703) 809-8905
WWW.STOCKSENGINEERING.COM

BLNC-874
SIDNEY CREEK, DAN RYAN BUILDERS
ZEBULON, NORTH CAROLINA

NORTH CAROLINA
SEAL
2025
PROFESSIONAL ENGINEER
STREETS & PLANNING
R. Michael Smith
Professional Engineer

STREETS & PLANNING
AS BUILTS
2-23-22
FILE NO. 2022-001
SHEET NO. 17-04
DATE: 2/23/22
CE-10



ATTENTION CONTRACTORS

The Construction Contractor responsible for the installation of water, sewer, and/or gas, as approved on these plans, is responsible for obtaining the Public Utilities Department's Utility Work-Order as indicated on these plans prior to beginning any of these construction.

Failure to notify both City Departments in advance of beginning construction, shall result in the issuance of emergency plans, and the consequences of any water or sewer backups shall be opened as a result of this notification failure.

Failure to call for inspection, install a Downstream Pipe, or a Provisional Meter on the jobsite, as an other violation of City of Raleigh Standards will result in a Fine and Possible Detention from future work on the City of Raleigh.



STOCKS ENGINEERING

1101 W. CAROLINA
FIRE CALL CENTER
WWW.NCFIRE.ORG

PROJ. 1318-0174

SIDNEY CREEK, DAN RYAN BUILDERS

ZEBULON, NORTH CAROLINA

SEAL 19943

Professional Engineer

AS BUILTS

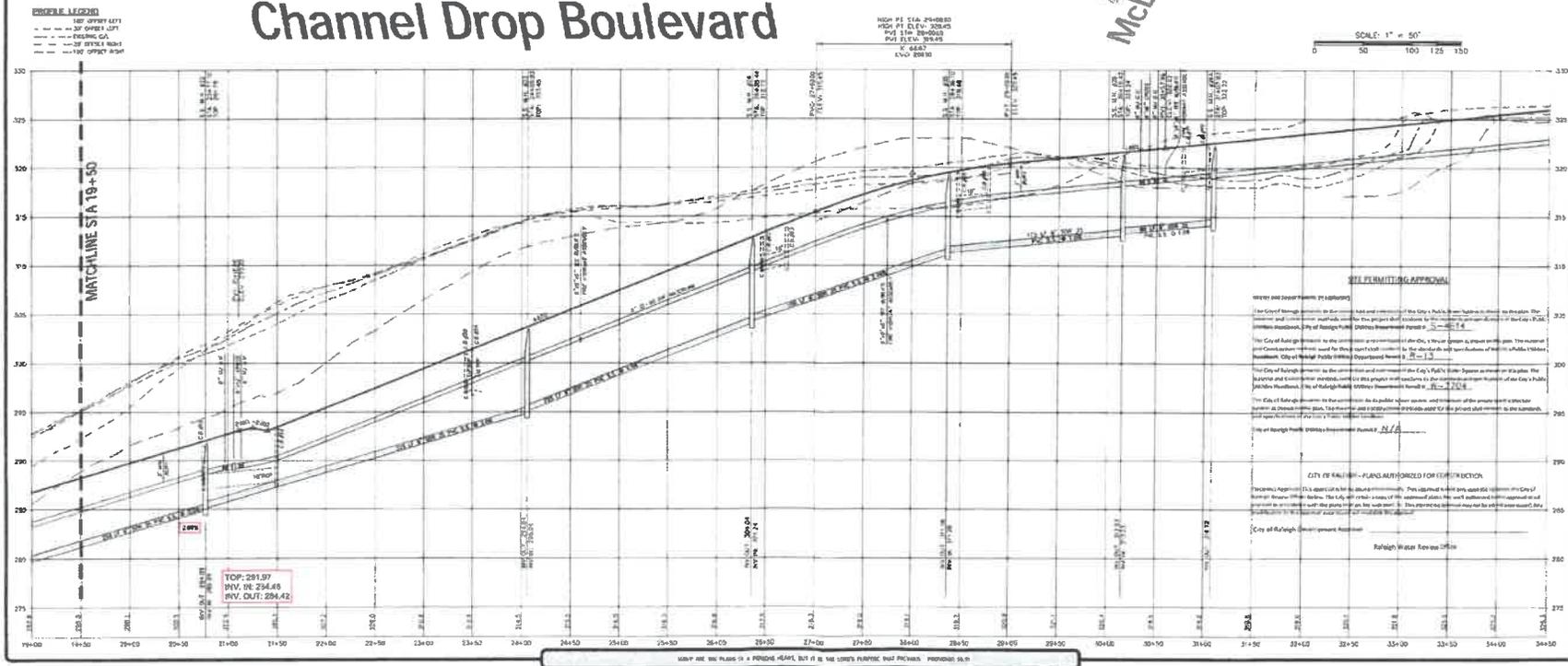
2-23-22

FILE NO. 2018-04

DATE: 2-23-22

SCALE: AS SHOWN

CE-13



WATER AND SEWER PLANS ARE A PRELIMINARY DESIGN, BUT IT IS THE USER'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS.

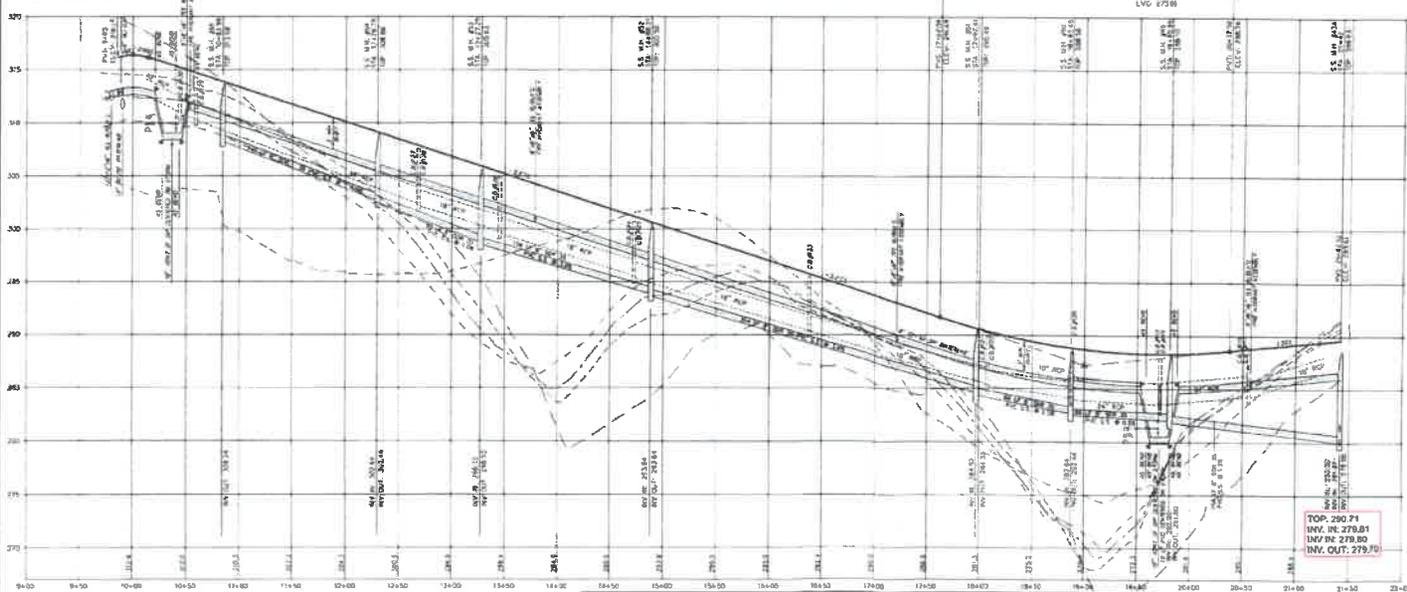


SCALE: 1" = 50'
0 50 100 125 150



SYMBOL LEGEND
--- 30" OFFSET LOT
--- 30" OFFSET LOT
--- 30" OFFSET ROAD
--- 30" OFFSET ROAD

Leland Hill Cr



TOP: 290.71
INV. IN: 279.81
INV. IN: 279.80
INV. OUT: 279.70

ALWAYS USE THE PLAN ON A SEPARATE SHEET, WITH IT TO THE OTHER SIDE OF THE SHEET. PROTECTIVE SHEET.

III. PERMITTING APPROVAL
Water and Sewer Easements Available
The City of Raleigh guarantees an easement for the water and sewer lines to be installed and located in the location and depth of work at the City's expense. This work is not to be construed as a guarantee of the location and depth of work at the City's expense. The City of Raleigh hereby certifies that the easements are available for the project. City of Raleigh Public Utilities Department Form # 20-0016.
The City of Raleigh certifies to the accuracy and completeness of the information provided in this plan. The location and construction of the water and sewer lines shall be in accordance with the City's Public Utilities Department Form # 20-0016.
The City of Raleigh certifies to the accuracy and completeness of the information provided in this plan. The location and construction of the water and sewer lines shall be in accordance with the City's Public Utilities Department Form # 20-0016.
The City of Raleigh certifies to the accuracy and completeness of the information provided in this plan. The location and construction of the water and sewer lines shall be in accordance with the City's Public Utilities Department Form # 20-0016.
City of Raleigh Public Utilities Department Form # 20-0016.

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION
Permit Approval: This approval is subject to the City of Raleigh's approval of the project. The City of Raleigh certifies to the accuracy and completeness of the information provided in this plan. The location and construction of the water and sewer lines shall be in accordance with the City's Public Utilities Department Form # 20-0016.
City of Raleigh, Development Approval

ATTENTION CONTRACTORS
The Construction Contractor responsible for the construction of this project, under the terms of the contract, shall be responsible for the construction of the project. The City of Raleigh certifies to the accuracy and completeness of the information provided in this plan. The location and construction of the water and sewer lines shall be in accordance with the City's Public Utilities Department Form # 20-0016.
Failure to comply with the City's requirements in this plan, or any other violation of the City's Public Utilities Department Form # 20-0016, shall be considered a violation of the City's Public Utilities Department Form # 20-0016.
Failure to call in (or notify) about a Street Closure Plan, or any other violation of the City's Public Utilities Department Form # 20-0016, shall be considered a violation of the City's Public Utilities Department Form # 20-0016.

STOCKS ENGINEERING
505 EAST WASHINGTON STREET
RALEIGH, N.C. 27601
www.stocksengineering.com
Phone: (919) 435-8116

BLA-C-87-6

SIDNEY CREEK, DAN RYAN BUILDERS
ZEBULON, NORTH CAROLINA

SEAL
NORTH CAROLINA PROFESSIONAL SEAL
REGISTERED PROFESSIONAL ENGINEER
MICHAEL STOKES
1/24/2022

STREET 1" PLAN/HW/05

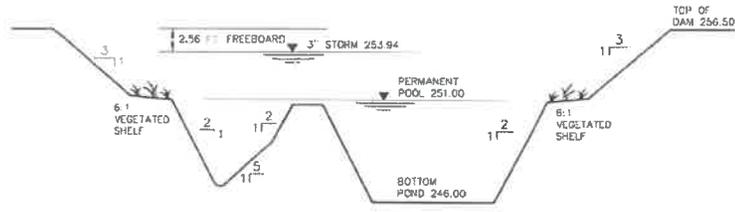
AS BUILTS
2-23-22

DATE: 2/23/22
PROJECT: 22-001
DRAWN: MJS
CHECKED: MJS
SCALE: AS SHOWN

CE-17



DESIGN BY
STOCKS ENGINEERING
 12/22/11 10:00 AM
AS BUILTS
 2-23-22
 FILE NO. 2011-001
 PLOT SCALE: 1"=50'
 DATE PLOTTED: 11/20/22
 D-12



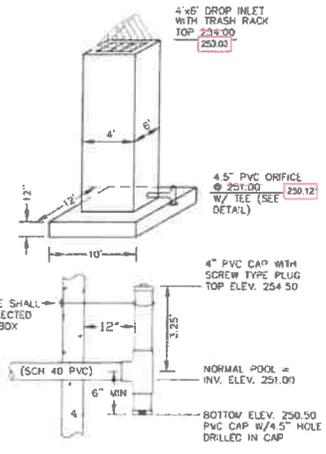
WET DETENTION POND PROFILE
 NOT TO SCALE

STAGE/STORAGE TABLE

STAGE	ELEVATION	CONTOUR AREA (SF)	INCREMENTAL STORAGE (CF)	TOTAL STORAGE (CF)
0	251.00	26,458	0	0
1.00	252.00	27,689	26,574	26,574
2.00	253.00	29,976	28,833	55,406
3.00	254.00	32,319	31,148	86,554
4.00	255.00	34,720	33,520	120,073
5.00	256.00	37,177	35,849	156,022
5.50	256.50	40,984	39,540	175,562

NOTE:
 CONTRACTOR TO COMPACT BOTTOM OF POND TO ENSURE INFILTRATION IS LESS THAN 0.01 IN./HR.

NOTE:
 A PORTABLE PUMP SHALL BE USED FOR PUMP DOWN AND MAINTENANCE.



**Conversion Procedure
 Sediment Basin to Wet Detention Pond**

1. After the site is completely stabilized, contact Stocks Engineering @ 252-459-8198 for verification of completion and stabilization.
2. Contact Wake County for approval to remove all temporary erosion control measures.
3. Upon approval from Wake County, begin the conversion of the wet pond from a temporary sediment trap to a permanent BMP as follows.
4. If standing water is in the basin, contractor shall pump the water out discharging through a silt bag.
5. Remove the skimmer which is connected to the riser and convert to the permanent orifice as shown below in detail.
6. Bring the side slopes surrounding the pond and vegetated shelf to the proposed grade.
7. Contractor shall verify pond depth and muck out sediment to the design depth of the pond.
8. Excavated material must be disposed of in an approved off-site location.
9. Care must be taken to prevent any sedimentation/re-sedimentation during this process, as sediment deposits in the bottom of the pond may affect the depth. If any sedimentation occurs during this process, Contractor shall remove sediment immediately.
10. Contact Stocks Engineering @ 252-459-8196 to inspect excavated pond before continuing construction.
11. Upon approval of Stocks Engineering, continue constructing pond per details. Establish appropriate permanent vegetation around pond as soon as possible.
12. Upon completion of pond construction, remove sediment from silt fence and dispose of it at an approved off-site location. Plant vegetated shelf and seed and mulch side slopes.
13. Contact Stocks Engineering @ 252-459-8196 to inspect completed pond before placing pond in service.

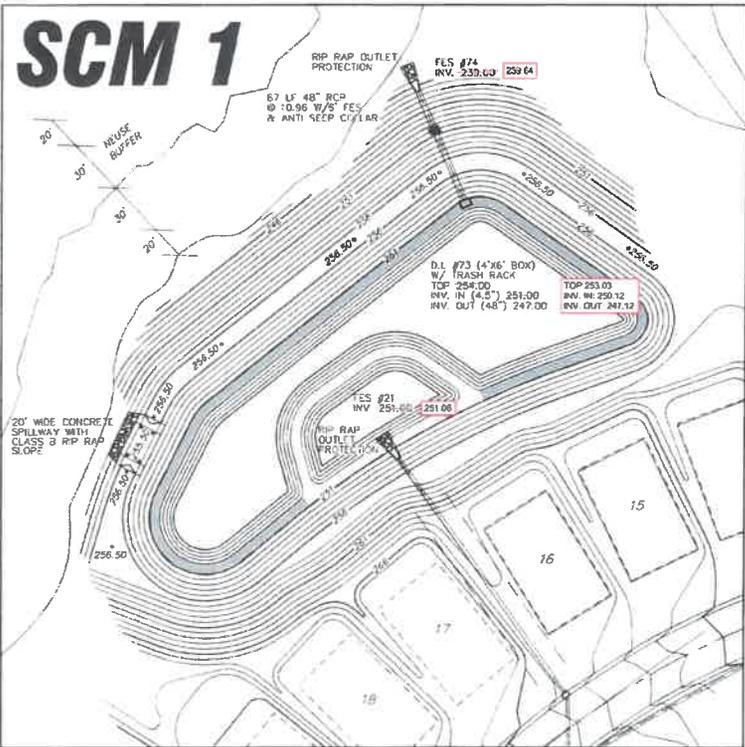
VEGETATED SHELF LANDSCAPE PLAN
 VEGETATED SHELF = 3,600 S.F.

ALL PLANTS SHALL BE 3" CONTAINER PLANTS. THERE SHALL BE A MINIMUM OF 3 PLANT SPECIES, AND A MINIMUM OF 50 PLANTS PER 200 SF OF VEGETATED SHELF.

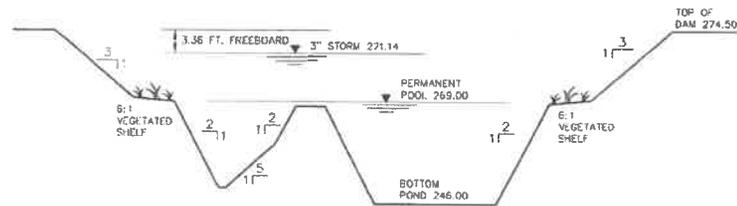
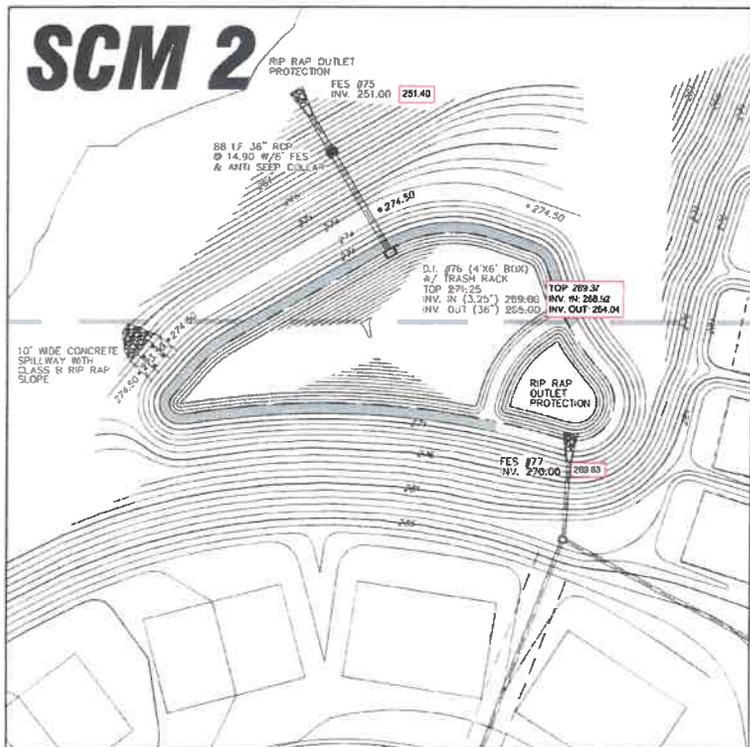
BELOW PERMANENT POOL

Botanical Name	Common Name	QTY.
Iris Virginia	Blue Flag Iris	300
Ludwigia Spp.	Primrose Willow	300
Pontederia cordata	Pickerweed	300

POND SIDE SLOPES
 Vegetate w/Contipec Seed @ a rate of 60 lbs./Ac.



SCM 2



WET DETENTION POND PROFILE
NOT TO SCALE

STAGE/STORAGE TABLE

STAGE	ELEVATION	CONTOUR AREA (SF)	INCREMENTAL STORAGE (CF)	TOTAL STORAGE (CF)
0	269.00	17,325	0	0
1.00	270.00	21,059	19,197	19,197
2.00	271.00	23,026	22,048	41,245
3.00	272.00	25,040	24,033	65,278
4.00	273.00	27,110	26,075	91,353
5.00	274.00	29,236	28,173	119,526
5.50	274.5	29,236	14,618	134,144

NOTE:
CONTRACTOR TO COMPACT BOTTOM OF POND TO ENSURE INFILTRATION IS LESS THAN 0.01 IN./HR.

NOTE:
A PORTABLE PUMP SHALL BE USED FOR PUMP DOWN AND MAINTENANCE.

VEGETATED SHELF LANDSCAPE PLAN

VEGETATED SHELF = 4,922 S.F.

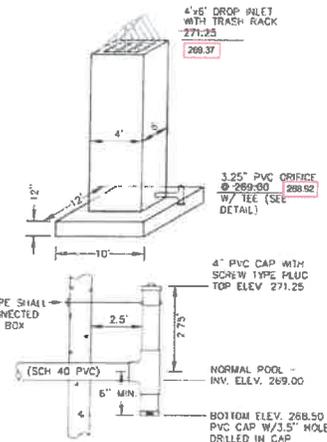
ALL PLANTS SHALL BE 3" CONTAINER PLANTS. THERE SHALL BE A MINIMUM OF 3 PLANT SPECIES, AND A MINIMUM OF 50 PLANTS PER 200 SF OF VEGETATED SHELF.

ABOVE PERMANENT POOL

Botanical Name	Common Name	QTY
Eupatoriadelphus dubius	Dwarf Joe Pye Weed	411
Labella carolinensis	Cardinal flower	410
Labella siphilitica	Great blue Lobelia	410

POND SIDE SLOPES

Vegetate w/Contego Seed @ a rate of 60 lbs./Ac.



Conversion Procedure
Sediment Basin to Wet Detention Pond

- After the site is completely stabilized, contact Stocks Engineering @ 252-459-8195 for verification of completion and stabilization.
- Contact Wake County for approval to remove all temporary erosion control measures.
- Upon approval from Wake County, begin the conversion of the wet pond from a temporary sediment trap to a permanent BMP as follows.
- If standing water is in the basin, contractor shall pump the water out discharging through a silt bag.
- Remove the skimmer which is connected to the riser and convert to the permanent orifice as shown below in detail.
- Bring the side slopes surrounding the pond and vegetated shelf to the proposed grade.
- Contractor shall verify pond depth and muck out sediment to the design depth of the pond.
- Excavated material must be disposed of in an approved off-site location.
- Care must be taken to prevent any sedimentation/re-sedimentation during this process, as sediment deposits in the bottom of the pond may affect the depth. If any sedimentation occurs during this process, Contractor shall remove sediment immediately.
- Contact Stocks Engineering @ 252-459-8196 to inspect excavated pond before continuing construction.
- Upon approval of Stocks Engineering, continue constructing pond per details.
- Establish appropriate permanent vegetation around pond as soon as possible.
- Upon completion of pond construction, remove sediment from silt fence and dispose of at an approved off-site location. Plant vegetated shelf and seed and mulch side slopes.
- Contact Stocks Engineering @ 252-459-8196 to inspect completed pond before placing pond in service.

STOCKS ENGINEERING
100 EAST WASHINGTON STREET
RDU OFFICE, N.C. 27608
www.stocksengineering.com
P.L. 000-1100
PHONE: (919) 459-8196

BLN-C-874

SIDNEY CREEK, DAN RYAN BUILDERS
ZEBULON, NORTH CAROLINA



SCALE OF DETAILS
2-23-22
AS BUILTS
2-23-22
PL NO 200-00
HARD SCALE 1/8"=1'-0"
SOFT SCALE 1/4"=1'-0"
D-13

**RESOLUTION 2023-08
ACCEPTING ROADWAY, AND STORM DRAINAGE
INFRASTRUCTURE FOR SIDNEY CREEK PHASE 1A**

WHEREAS, DRSFA, LLC, the developers of Sidney Creek Phase 1A, 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 1A, consisting of 2,980 linear feet (LF) of drainage infrastructure, and 5,725 LF of roadway:

- 2802 LF at Sidney Creek Drive
- 2005 LF at Channel Drop Loop
- 728 LF at Peakhurst Drive
- 190 LF at Sprout Street

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

WHEREAS, DRSFA, 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 Site Improvement Performance Bond from Liberty Mutual Surety for completion of final asphalt roadway overlay, five-foot sidewalk, access ramps, stormwater pond conversions, landscaping, greenways, signage, mail kiosk, and butterfly garden amenity; 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 6.4.1 and 6.10.4.

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

Adopted this 12th day of September 2022.

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
RESOLUTION 2023-09
WEAVERS POND PHASE 5 ROADWAY AND
STORM DRAINAGE ACCEPTANCE
SEPTEMBER 12, 2022

Topic: Resolution 2023-09 Weavers Pond Phase 5 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 roadway and storm-drainage infrastructure constructed in Phase 5 of Weavers Pond is submitted to the Town for ownership and maintenance.

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.

Weavers Pond has completed the construction of Phase 5 in accordance with the Special Use Permit 2013-03 (April 3rd, 2014), the latest version of Town of Zebulon Street and Storm Drainage Standards, and the City of Raleigh Utility Standards. Phase 5 includes 76 single family lots (with a total of 728 lots for all phases).

Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements.

Discussion:

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage in Weavers Phase 5 for ownership and maintenance if the dedicated work is consistent with the Special Use Permit and meets Town of Zebulon Construction Standards.

Policy Analysis:

The infrastructure was installed per approved Special Use Permit 2013-03. The infrastructure complies with the latest version of the "Town of Zebulon Street & Storm Drainage Standards and Specifications" and consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways. The phase 5 plat was recorded on August 18th, 2022, in Book of Maps 2022 on page 1518. Building permits are being submitted for County review and new home construction should start shortly.

Fiscal Analysis:

Weavers Pond Phase 5 development will dedicate three (3) streets totaling 3,200 linear feet (approximately .61 miles), and 1,655 linear foot of storm drainage valued at \$610,504.26. The infrastructure will be added to the Town's Capital assets (re. Comprehensive Annual Financial Report). Upon acceptance of Sidney Creek Phase 1A and Weavers Pond 5 on the September agenda, the Town will own and maintain 33.08 miles of street and 24.36 miles of stormwater pipe.

STAFF REPORT
RESOLUTION 2023-09
WEAVERS POND PHASE 5 ROADWAY AND
STORM DRAINAGE ACCEPTANCE
SEPTEMBER 12, 2022

Attachments:

1. Engineer certification Roadway and Stormwater infrastructure
2. Engineer certification of Roadway lengths/Infrastructure dedication
3. Engineering Estimate for Letter of Credit/Bond
4. Letter of Credit – North State Bank
5. Developer warranty/guaranty– Street and Stormwater
6. Developer warranty/guaranty – Water and Sewer
7. Third party engineering reports for sub-grade, stone, and asphalt (thickness and density) for Roadways (Geo Technologies Inc)
8. Engineer Certification of Public Water
9. Engineer Certification of Public Sewer
10. Developer– Release of Liens
11. Contractor – Release of Liens
12. Proof of payment for streetlights
13. Payment of construction inspection and planning fees
14. City of Raleigh Conditional Acceptance
15. Engineer certification of water and sewer values
16. As-builts drawings
17. Resolution 2023-09

①



Monday, April 4, 2022

Engineer's Certification

RE: Weaver's Pond Phase 5

*APPROVED AS
SUBMITTED
8-1-22*

To Whom it may Concern:

I, **J. Michael 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:

Weaver's Pond Phase Five

For the **Weaver's Pond Development Co., 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 Asphalt Lift
- 3. Pavement Striping
- 4. Street Signage
- 5. Mail Kiosk
- 6. SCM Conversion

Please contact our office with any questions.

Sincerely,
STOCKS Engineering, PA

J. Michael Stocks

J. Michael Stocks, PE
President



JAS/ProjectFolder//2019-006A/Engineers Certification

J. Michael Stocks, PE
Stocks Engineering, PA (C-1674)
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

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 Weaver's Pond Ph. 5
NEIGHBORHOOD: Phase Five
SECTION NO. **76 Lots - Dedicated Infrastructure**
LOTS: 76 L.F. STREET: +/3,200 LF
LOCATION: Zebulon, NC
OWNER: **Weaver's Pond Dev Co**
ESTIMATOR: JAS REV. 8-11-22

②
L.A.S.
Approved
AS Submitted
9/14/22

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 (601 LF)	1	LS	\$ 41,031.50	\$ 41,031.50	
4	24" RCP (697 LF)	1	LS	\$ 25,367.03	\$ 25,367.03	
6	30" CL IV (112 LF)	1	LS	\$ 6,585.60	\$ 6,585.60	
7	30" FES (2)	1	LS	\$ 8,085.00	\$ 8,085.00	
8	36" RCP (173 LF)	1	LS	\$ 13,840.00	\$ 13,840.00	
9	Drainage Structures (22)	1	LS	\$ 66,875.93	\$ 66,875.93	
					Subtotal	\$ 161,785.06

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 and Asphalt - 8"	1	LS	\$256,781.15	\$ 256,781.15	
2	Stone Under Curb & Gutter - 6"	1	LS	\$ 14,037.80	\$ 14,037.80	
3	30" Curb & Gutter (+/- 6,400 LF)	1	LS	\$ 84,658.95	\$ 84,658.95	
4	First Lift of Asphalt Local Street (2" at +/- 7,925 SY)	1	LS	\$ 84,163.50	\$ 84,163.50	
5	First Lift of Asphalt Collector Street (2" at +/- 680 SY)	1	LS	\$ 9,078.00	\$ 9,078.00	
					Subtotal	\$ 448,719.20

MISCELLANEOUS & FINAL

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

ESC through Miscellaneous and Final

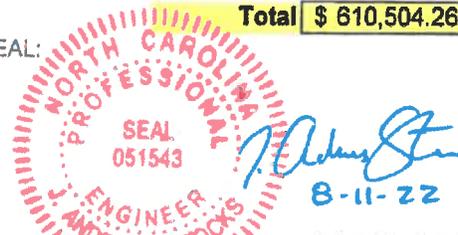
Subtotal \$ 610,504.26

Total \$ 610,504.26

ROADWAY LENGTHS

Golden Plum Lane 2,100 LF
Weavers Trace Drive 875 LF
Cleyera Court 225 LF
Total 3,200 LF

SEAL:



NOTE:

On behalf of Weavers Pond Development, an engineer's opinion of cost is herein provided for the total cost of the site improvements for Weavers Pond, Phase V, 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.



Monday, April 4, 2022

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

cray@townofzebulon.org

RE: Weaver's Pond Phase 5 – Completion Bond
Phase 5 – 76 Lots

Dear Mr. Ray:

Please find attached the estimated bond amounts needed to complete the improvements for Phase Five – 76 Lots at Weaver's Pond. 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 \$286,865.34 (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 comments or questions, please contact our office.

Sincerely,
Stocks Engineering, PA

J. Michael Stocks, PE
President



Letter Approved Submitted 8/1/22

JAS/ProjectFolder/2019-006A/BondLetter-WPP5 Completion Bond -4-4-22.docx

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)
mlocks@stocksenineering.com

Stocks Engineering, P.A. P.O.Box 1108 Nashville, North Carolina 27856 252.459.8196 (v) 252.459.8197 (f)	PROJECT NAME: Weaver's Pond Ph. 5
	NEIGHBORHOOD: Phase Five
	SECTION NO. 76 Lots - Bond Amount
	LOTS: 76 L.F. STREET: +/3,200 LF
	LOCATION: Zebulon, NC
	OWNER: Weaver's Pond Dev. Co
Bond Amount Phase Five - 76 Lots	
ESTIMATOR: JAS 4-4-22	

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

SEDIMENTATION AND EROSION CONTROL

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

CLEARING/GRUBBING EARTHWORK FOR STREETS

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

STORM DRAINAGE

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

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	Sidewalk	15,255	SF	\$ 4.00	\$ 61,020.00	
2	Collector Street Final Layer of Asphalt	680	SY	\$ 7.91	\$ 5,378.80	
3	Local Street Final Layer of Asphalt	7,925	SY	\$ 5.44	\$ 43,112.00	
4	Handicap Ramps	9	EA	\$ 1,150.00	\$ 10,350.00	
5	Roadway Repairs	1	ALLOW	\$ 10,000.00	\$ 10,000.00	
					Subtotal	\$ 129,860.80

MISCELLANEOUS & FINAL

1	Striping	1	LS	\$ 3,840.00	\$ 3,840.00	
2	Signage	1	LS	\$ 4,000.00	\$ 4,000.00	
3	Mail Kiosk	1	LS	\$ 7,000.00	\$ 7,000.00	
					Subtotal	\$ 14,840.00

ESC through Miscellaneous and Final				Subtotal	\$ 144,700.80
Mobilization					\$ 4,000.00
Traffic Control					\$ 2,500.00
Earthwork/Grading					\$ 3,500.00
SCM Conversion					\$ 32,000.00
Contingency				10.0%	\$ 14,470.08
Construction CPI				15.0%	\$ 21,705.12
Geotechnical Allowance				1.5%	\$ 2,170.51
Construction Inspections (Hourly, Assume 40 Hours)					\$ 4,800.00
Construction Staking Allowance					\$ 2,000.00
Design/Construction Administration				20.0%	\$ 28,940.16
Construction Total					\$ 260,786.67
Bond Amount at 110%					\$ 286,865.34

*Verify 8-1-22
Approved
As Submitted*

4



IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 170569

Amount: U.S. \$ 286,865.34 (two hundred and eighty six thousand eight hundred and sixty five dollars and thirty four cents U.S. DOLLARS)

This Letter of Credit is issued on May 6, 2022 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

WEAVERS POND DEVELOPMENT COMPANY, LLC
Entity Type: Limited Liability Company
9407 BARTONS CREEK ROAD
RALEIGH, NC 276150000

BENEFICIARY:

THE TOWN OF ZEBULON-PUBLIC WORKS DEPT.
Entity Type: Corporation
100 N ARENDELL AVENUE
ZEBULON, NC 27597

ISSUER:

NORTH STATE BANK
6204 Falls of Neuse Rd.
Raleigh, NC 27609

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under North State Bank Letter of Credit No. 170569 dated May 6, 2022." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 999. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A signed statement by Beneficiary including the following statement: Applicants have failed to satisfactorily complete the improvements for the Weavers Pond, Phase Five-76 Lots, as provided in a contract for the subdivision improvements dated April 4, 2022 between the applicants and the Town of Zebulon. The letter shall be reduced in accordance with the terms of the aforementioned contract.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. SPECIAL INSTRUCTIONS. It is a condition of this Letter of Credit 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 Letter of Credit 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 Letter of Credit 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 Letter of Credit), this Letter of Credit 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.

5. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 5:00 PM Eastern (Time) on May 6, 2024 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. NON-TRANSFERABLE. This Letter of Credit is not transferable.

7. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of North Carolina, except as those laws conflict with the International Standby Practices 1998 (ISP98).

WEAVERS POND DEVELOPMENT COMPANY, LLC
Standby Letter Of Credit
NC4XXXXXXX000000002693030081022N

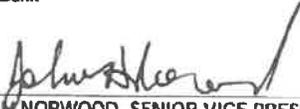
Wolters Kluwer Financial Services ©1996, 2022 Bankers Systems™

Initials _____
Page 1



ISSUER:

North State Bank

By 
JOHN W. NORWOOD, SENIOR VICE PRESIDENT

Date 5/6/2022

5

Weavers Pond Development Company, LLC
9407 Bartons Creek Road
Raleigh, NC 27615
(919) 604-1928

Approved as submitted 8/1/22

Monday, April 4, 2022

DEVELOPER'S GUARANTY

Re : Town of Zebulon, N.C. (the "Town")
Weaver's Pond Ph 5 Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00,
Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Cleyera Court

Weavers Pond Development Company LLC (the "Developer") provides the following Statement of Guaranty and Warranty on the referenced project: Weaver's Pond Phase 5.

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in Phase 5 – Golden Plum Lane, Weavers Trace Drive, and Cleyera Court (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 18th day of April, 2022

Weavers Pond Development Company, LLC

By: *Glenn Futrell*
Name: Glenn Futrell
Title: Manager

Sworn to and subscribed before me this 18th day of April, 2022

Michelle Richards
NOTARY PUBLIC

Commission Expires: 7-1-2026
SEAL



6

Weavers Pond Development Company, LLC
9407 Bartons Creek Road
Raleigh, NC 27615
(919) 604-1928

L. E. H.
APPROVED AS
SUBMITTED
8/1/22

Monday, April 4, 2022

DEVELOPER'S GUARANTY

Re: Town of Zebulon, N.C.
Weaver's Pond Ph 5 Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00,
Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Cleyera Court.

Weavers Pond Development Company LLC provides the following Statement of
Warranty on the referenced project: Weaver's Pond Phase 5.

Weavers Pond Development Company 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 5 – Golden Plum Lane, Weavers Trace Drive, and Cleyera
Court 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.

Weavers Pond Development Company, LLC has executed this guarantee this 18 day of
April 2022

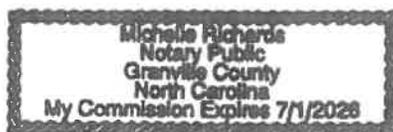
Glenn Futrell
Glenn Futrell, member manager
Weavers Pond Development Company, LLC

Sworn to and subscribed before me this
18th day of April, 2022

Michelle Richards
NOTARY PUBLIC

Commission Expires: 7-1-2026

SEAL





Geotechnical and Construction Materials Testing Services

WCSR
Approved
AS
Submitted
8/1/22

February 15, 2022

Weavers Pond Development, LLC
4020 Wake Forest Road, Suite 306
Raleigh, NC 27609

Reference: Roads – Subgrade, CABC, Asphalt
Weavers Pond - Phase 5
Zebulon, North Carolina
GeoTechnologies Project No. 1-21-0323-CA

GeoTechnologies, Inc. has been providing the construction testing services for the Weavers Pond Subdivision- Phase 5 project located in Zebulon, North Carolina. Our services included inspections and testing for the new roads.

GeoTechnologies performed density testing on the subgrade soils and stone base and observed proofrolling of the subgrade and stone base. In-place density testing indicated that the subgrade soils were compacted to a minimum of 98 percent of ASTM D-698, and the CABC was compacted to a minimum of 100 percent of AASHTO T-180 as modified by NCDOT. Instabilities noted during proofrolling were repaired. Subgrade repairs typically involved undercut and replacement with additional CABC. CABC repairs involved removal and replacement with dry CABC. A stable proofroll on CABC was achieved prior to paving. Recorded CABC thickness was a minimum of 10 inches. Subgrade and CABC density tests results are included in the attachments to this report.

GeoTechnologies representatives returned to the site after completion of paving to obtain asphalt core samples. Asphalt cores were located using random sampling with 300-ft long sublots. A total of 12 cores were initially obtained. The asphalt consisted of a single lift of S9.5C. The JMF provided to us was 18-0505-122.

Thickness of the cores ranged from 1.625 to 2.375 inches, with compaction ranging from 89.4 to 93.5 percent. Additional cores were obtained at core locations 9 and 11 where compaction had been notably low. Average compaction with the additional cores at location 9 was 90.2 percent, and average compaction with the additional cores at location 11 was 89.4 percent. We understand that the roads were inspected by Town of Zebulon representatives and the paving contractor to determine if there was adequate projection at the curb to allow for the final lift of asphalt to provide the required total asphalt section where the first lift was thin. Additionally, the asphalt was removed and replaced on Street G where core 11 was located. Two additional cores were obtained from within the new asphalt near core 11. Compaction of these cores, cores 13 and 14, were 91.0 and 93.5 percent, with thicknesses of 2.75 inches and 2.25 inches.

Per the plans and Town of Zebulon specifications the required minimum compaction is 92 percent and the required thickness of the initial lift is 2 inches. A summary of asphalt core testing results is provided in Table 1 in the attachments to this report. Approximate locations of the cores are shown on the attached site plan.

It should be noted that our testing and observation services were performed on an as-requested basis, and only when requested by the above listed client or their designated representative. We offer no opinion regarding materials not tested or observed by our representatives.

Weavers Pond Phase 5
February 15, 2022
Page: 2

GeoTechnologies appreciates the opportunity to be of service to Weavers Pond Development on this project. Please do not hesitate to contact us if you have any questions regarding this submittal.

Sincerely,
GeoTechnologies, Inc.



Conrad E. Harris, P.E.
NC Reg. No. 39768

51



In-Place Density Test Results

Project Info: Weavers Pond - Phase 5 / Zebulon, NC
 Client: Weavers Pond Development Company, LLC

Report Date: February 14, 2022
 Project No: 1210323CA

Client Job No:

Test #	Date	In-Place Density Test			Reference Standard			Compaction		Location	Elevation or Stone Depth	
		Type	Wet Density	Dry Density	Moisture Content	Type	MDD	Optimum Moisture Content	Percent Specified			Percent In-Place
205	8/30/2021	D-2937	123.9	108.6	14.1*	D-698	109.8	17.8	98	98.9	Golden Plum Lane at station number 9+00	SG
206	8/30/2021	D-2937	125.3	110.5	13.4	D-698	109.8	17.8	98	100+	Golden Plum Lane at station number 12+00	SG
207	8/30/2021	D-2937	123.6	108	14.4	D-698	109.8	17.8	98	98.4	Golden Plum Lane at station number 19+00	SG
208	8/30/2021	D-2937	115.5	99.7	15.9*	D-698	101.5	19	98	98.2	Golden Plum Lane at station number 24+00	SG
209	8/30/2021	D-2937	119.1	101.5	17.3	D-698	101.5	19	98	100	Street "A" at station number 26+50	SG
210	8/30/2021	D-2937	116.8	103.3	15	D-698	101.5	19	88	100+	Street "A" at station number 31+00	SG
211	8/30/2021	D-2937	125.4	109.6	14.4	D-698	109.8	17.8	98	99.8	Street "A" at station number 33+50	SG
212	8/30/2021	D-2937	113.2	90.8	24.7	D-698	92.2	27.2	98	98.5	Street "G" at lot 575	SG
213	8/30/2021	D-2937	114.3	91.2	25.3	D-698	92.2	27.2	98	98.0	Street "G" at center of cul-de-sac	SG
217	9/1/2021	D-2937	116.7	101	15.6	D-698	101	18.5	98	100	Station number 22+00 on Golden Plum Lane	SG
218	9/1/2021	D-2937	117.3	101.8	15.2	D-698	101	18.5	98	100+	Station number 25+00 on Golden Plum Lane	SG
219	10/4/2021	D-8167	147	142.4	3.2	D-1557	138.3	5.7	100	100+	Golden Plum STA 26+00	10+
220	10/4/2021	D-8167	146.3	142.6	2.6	D-1557	138.3	5.7	100	100+	Golden Plum STA 21+50	10+
221	10/4/2021	D-8167	144.7	141.2	2.5	D-1557	138.3	5.7	100	100+	Golden Plum STA 27+50	10+
222	10/4/2021	D-8167	146.3	142.2	2.9	D-1557	138.3	5.7	100	100+	Golden Plum STA 20+00	10+
223	10/4/2021	D-8167	146.6	142.5	2.9	D-1557	138.3	5.7	100	100+	Golden Plum STA 17+00	10+
224	10/4/2021	D-8167	146.4	142.6	2.7	D-1557	138.3	5.7	100	100+	Golden Plum STA 18+50	10+
225	10/4/2021	D-8167	143.7	139.9	2.7	D-1557	138.3	5.7	100	100+	Golden Plum STA 15+50	10+
226	10/4/2021	D-8167	144	140.2	2.7	D-1557	138.3	5.7	100	100+	Golden Plum STA 14+00	10+
227	10/4/2021	D-8167	146.4	142.3	2.9	D-1557	138.3	5.7	100	100+	Golden Plum STA 12+50	10+
228	10/4/2021	D-8167	145.4	141.5	2.8	D-1557	138.3	5.7	100	100+	Golden Plum STA 23+00	10+
229	10/4/2021	D-8167	145.3	141.1	3	D-1557	138.3	5.7	100	100+	Golden Plum STA 11+00	10+
230	10/4/2021	D-8167	145.6	140.7	3.5	D-1557	138.3	5.7	100	100+	Golden Plum STA 24+50	10+
231	10/4/2021	D-8167	145.8	141.4	3.1	D-1557	138.3	5.7	100	100+	Street A STA 34+50	10+
232	10/4/2021	D-8167	146.1	142.1	2.8	D-1557	138.3	5.7	100	100+	Golden Plum STA 8+50	10+
233	10/4/2021	D-8167	146.5	142.6	2.7	D-1557	138.3	5.7	100	100+	Street A STA 33+00	10+
234	10/4/2021	D-8167	145.2	140.3	3.5	D-1557	138.3	5.7	100	100+	Golden Plum STA 8+00	10+
235	10/4/2021	D-8167	143.9	139.8	2.9	D-1557	138.3	5.7	100	100+	Street A STA 27+00	13+

17



In-Place Density Test Results

Project Info: Weavers Pond - Phase 5 / Zebulon, NC
Client: Weavers Pond Development Company, LLC

Report Date: February 14, 2022
Project No: 1210323CA

Client Job No:

Test		In-Place Density Test			Reference Standard			Compaction		Location		Elevation or Stone Depth
#	Date	Type	Wet Density	Dry Density	Moisture Content	Type	MDO	Optimum Moisture Content	Percent Specified	Percent In-Place		
236	10/4/2021	D-8167	146.4	142.4	2.8	D-1557	138.3	5.7	100	100+	Street A STA 31+50	10+
237	10/4/2021	D-8167	142.9	138.7	3	D-1557	138.3	5.7	100	100+	Street A STA 30+00	10+
238	10/4/2021	D-8167	146.3	142.2	2.9	D-1557	138.3	5.7	100	100+	Street A STA 28+50	10+
238	10/4/2021	D-8167	145.1	141.3	2.7	D-1557	138.3	5.7	100	100+	Street G	10+
240	10/4/2021	D-8167	146.4	142.2	2.9	D-1557	138.3	5.7	100	100+	Street G Cul-du-sac	10+
241	10/4/2021	D-1556	145.8	142.5	2.3	D-1557	138.3	5.7	98	100+	Golden Plum Lane at station number 28+00	12.5'
242	10/4/2021	D-1556	146.2	144.3	1.3	D-1557	138.3	5.7	98	100+	Golden Plum Lane at station number 13+00	11.75'
243	10/4/2021	D-1556	164.5	161.8	1.7	D-1557	138.3	5.7	98	100+	On Street 'G'	11.25'

* = Failed Specified Compaction and/or Moisture Content

All Test Locations and Elevations are approximate

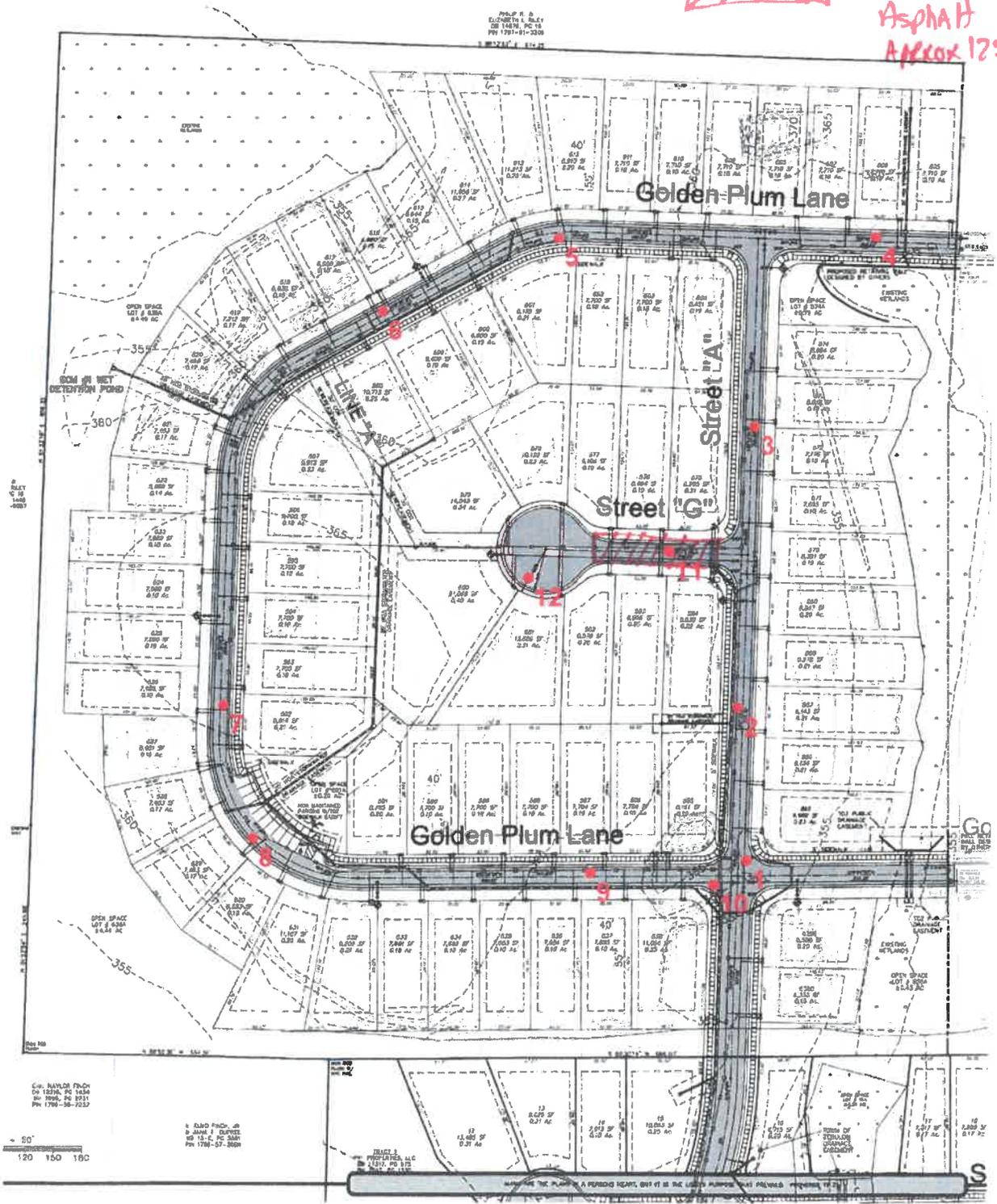
References: D-1556: Test Method for Density and Unit Weight of Soil In Place by Sand Cone Method, D-1557: Laboratory Compaction Characteristics of Soil Using Modified Effort, D-2167: 08 Standard Test Method for Density and Unit Weight of Soil In Place by the Rubber, D-2937: Test Method for Density of Soil In Place by Drive Cylinder Method, D-4959: Test Method for Determination of Soil by Direct Heating, D-558: Moisture - Density Relations of Soil-Cement Mixtures, D-6938: Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Method, D-699: Laboratory Compaction Characteristics of Soil Using Standard Effort

Distribution: Charles Hassinger, David Bery, Grey Bery

7

VOL 12/22

Remove ASPHALT APPROX 125'



PROF. R. B. ELLIOTT & SONS
201 N. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 733-1111

C. NAVLOR POND
ON 12TH, PG 1434
NO 1994, PG 1011
PG 1786-17-3000

LAND POND, AS
SHOWN IN DIVISION
NO 13-C, PG 3000
PG 1786-17-3000

PLANNING & ENGINEERING, L.L.C.
11111 N. 17TH ST., SUITE 100
DENVER, CO 80241

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CITY OF DENVER.

8



Friday, April 4, 2022

Engineer's Certification Public Water

RE: Weaver's Pond Phase 5

To Whom it may Concern:

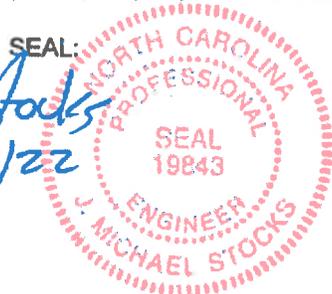
I, **J. Michael Stocks**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project segments as listed below:

Weaver's Pond Phase 5

For the **Weavers Pond Development Co., 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. Michael Stocks, PE
President

J. Michael Stocks
4/4/22



Approved AS Subm HED 8/1/22

JAS/ProjectFolder//2019-006A/Certifications and Bonds/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

9



Friday, April 4, 2022

Engineer's Certification Public Sewer

RE: Weaver's Pond Phase 5

To Whom it may Concern:

I, **J. Michael 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:

Weaver's Pond Phase 5

For the **Weavers Pond Development Co., 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. Michael Stocks, PE
President

J. Michael Stocks
4/4/22



Approved AS Submitted 8/1/22

JAS/ProjectFolder//2019-006A/Certifications and Bonds/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@stocksengineering.com

LIEN WAIVER AND RELEASE

~~Let~~
APPROVED
AS
SUBMITTED
8/1/22
(10)

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 Weavers Pond Development Co., LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by Weavers Pond Development Co. LLC, and described as follows:

All work related to the installation of roadway and stormwater infrastructure located within Weavers Pond Subdivision Phase 5, Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00, Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Cleyera Court 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 signer in any and all capacities.

Witness the following signature and seal this 18 day of April, 2022

Contractor/Subcontractor/Manufacturer

Kim S. Felt (Signature)

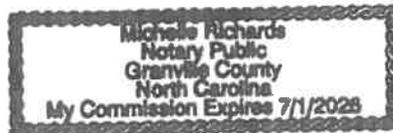
Name:
Title: manager / member
Company: Weavers Pond Development Co., LLC

State of NORTH CAROLINA; County/City of WAKE;

Subscribed and sworn to before me this 18th day of April, 2022

Michelle Richards
Notary Public

My Commission Expires: 7-1-2026



Subdivision: Weavers Pond Phase 5

LIEN WAIVER AND RELEASE

Let
Approved
AS
Submitted
Blizz
10

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 Weavers Pond Development Co., LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by Weavers Pond Development Co. LLC, and described as follows:

All work related to the installation of water and sewer infrastructure located within Weavers Pond Subdivision Phase, Weaver's Pond Ph 5 Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00, Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Cleyera Court 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 signer in any and all capacities.

Witness the following signature and seal this 18 day of April, 2022

Contractor/Subcontractor/Materialman

[Signature] (Signature)

Name:
Title: MANAGER/MEMBER
Company: Weavers Pond Development Co., LLC

State of NORTH CAROLINA; County/City of WAKE;

Subscribed and sworn to before me this 18th day of APRIL, 2022

Michelle Richards
Notary Public

My Commission Expires: 7-1-2026



Subdivision: Weavers Pond Phase 5

LIEN WAIVER AND RELEASE

LOST APPROVED AS SUBMITTED 8/1/22 (11)

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 Weavers Pond Development Co., LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by Weavers Pond Development Co. LLC, and described as follows:

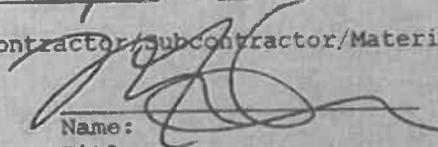
All work related to the installation of water and sewer infrastructure located within Weavers Pond Subdivision Phase, Weaver's Pond Ph 5 Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00, Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Cleyera Court as shown on construction plans prepared 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.

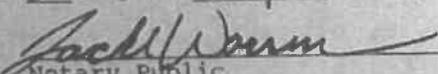
It is understood and agreed that my signature hereto is for all services rendered, work done and material furnished heretofore by the signer in any and all capacities.

Witness the following signature and seal this 6th day of May, 2022

Contractor/Subcontractor/Materialman

(Signature)
Name:
Title:
Company: Redz Contracting, LLC

State of North Carolina; County/City of Wake;

Subscribed and sworn to before me this 6th day of May, 2022.


Notary Public

My Commission Expires: July 12 2024

Subdivision: Weavers Pond Phase 5



APPROVED AS SUBMITTED 8/19/22 11

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 Weavers Pond Development Co., LLC, as indicated by my respective signature below, in the construction or repair of improvements upon real estate owned by Weavers Pond Development Co. LLC, and described as follows:

All work related to the installation of roadway and stormwater infrastructure located within Weavers Pond Subdivision Phase 5, Golden Plum Lane Extension Sta. 7-87.15 to Sta. 28+45.00, Weavers Trace Drive Sta. 25+68.23 to Sta. 34+43.65 and Clevera Court 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 signer in any and all capacities.

Witness the following signature and seal this 2 day of August, 2022

Contractor/Subcontractor/Materialman

[Signature] (Signature)
Name: RATT HORTON
Title: MANAGING MEMBER
Company: Redz Contracting, LLC

State of North Carolina; County/City of Wake

Subscribed and sworn to before me this 2 day of August, 2022

[Signature]
Notary Public

My Commission Expires: July 12, 2024

Subdivision: Weavers Pond Phase 5





INVOICE

Invoice: N4249201701
 Invoice Date: 9/30/2021
 Page: 1 of 1

Email sent to customer on 09/30/2021

Bill to: WEAVERS POND DEVELOPMENT
 WEAVERS POND DEVELOPMENT
 4020 WAKE FOREST RD SUITE 102F
 DAVID BERRY
 RALEIGH NC 27609

Customer ID: 000177360
 PO / Contract No:
 Payment Terms: Net 30
 Due Date: 10/30/2021

Amount Due: \$12,412.00

Invoice for work or services performed at: GOLDEN PLUM LN ZEBULON NC WEAVERS POND

For questions about your invoice, please contact Rob Richard at 919/278-2534

Line	Date of Charge	Description	Net Amount
1	09/29/2021		\$812.00
		NC SALES TAX	
2	09/29/2021	UL UG for Lighting	\$11,600.00
		UPFRONT UNDERGROUND FEE (20 POLES)	
Amount Due:			\$12,412.00

Leah
 APPROVED AS
 Submitted
 8/1/22

To pay electronically, please allow 24 hours from the time this invoice is received and 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
 00206266000020

Invoice Number: N4249201701

Corporation Code: 50126
 Please Pay By: 10/30/2021
 Customer ID: 000177360
 Total Amount Due: \$12,412.00

Fed Tax ID # 56-2155481

WEAVERS POND DEVELOPMENT
 WEAVERS POND DEVELOPMENT
 4020 WAKE FOREST RD SUITE 102F
 DAVID BERRY
 RALEIGH NC 27609

Amount Enclosed



181434323439323031373031000000012412002

WEAVERS POND DEVELOPMENT CO LLC
9407 BARTONS CREEK ROAD
RALEIGH, NC 27615

NORTH STATE BANK
RALEIGH, NC 27609

66-1215/531

DATE 10/13/2021

12

5777

PAY
TO THE
ORDER OF

Duke Progress Energy

\$ **12,412.00

Twelve Thousand Four Hundred Twelve and 00/100***** DOLLARS

Duke Progress Energy

Jan R. Fitchell

MEMO

#N4249201701 Ph 5 Street lights



WEAVERS POND DEVELOPMENT CO LLC

5777

Duke Progress Energy
Phase 5 Lots:Street Lights

#N4249201701 Ph 5 Street lights

10/13/2021

12,412.00

*EST
APPROVED
AS submitted
9/1/22*

Checking

#N4249201701 Ph 5 Street lights

12,412.00

13



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

INVOICE #
23-00002

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

ACCOUNT ID: WP PIN: 582385
INVOICE DATE: 07/06/22
DUE DATE: 07/08/22

Weavers Pond Development Co
9407 Bartons Creek Road
Raleigh, NC 27615

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Final Plat Closeout - Phase 5		
1655.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Final Plat Closeout - Phase 5	1.000000	1,655.00
1655.0000/LF	STORMMAP	STORMWATER MAPPING FEES Final Plat Closeout - Phase 5	1.500000	2,482.50
3200.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Final Plat Closeout - Phase 5	2.500000	8,000.00
3051.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Final Plat Closeout - Phase 5	1.100000	3,356.10
76.0000	TRANSPOR	Transportation Impact Fee Final Plat Closeout - Phase 5	1,200.540000	91,241.04
76.0000	RECIMPSF	RECREATION IMPACT FEE - SINGLE Final Plat Closeout - Phase 5	3,000.000000	228,000.00
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Final Plat Closeout - Phase 5	500.000000	500.00
80.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Final Plat Closeout - Phase 5	10.000000	800.00
		PAID	TOTAL DUE:	<u>\$ 336,034.64</u>

AUG 15 2022

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 #: 23-00002
DESCRIPTION: Final Plat Closeout - Phase 5
ACCOUNT ID: WP PIN: 582385
DUE DATE: 07/08/22
TOTAL DUE: \$ 336,034.64

Weavers Pond Development Co
9407 Bartons Creek Road
Raleigh, NC 27615



14



Public Utilities Department
Notification of Conditional Acceptance
for Water and Wastewater Infrastructure

Project Name: WEAVERS POND

Project Phase: 5

Permit Number(s): W- 3709

S - 4620

The City of Raleigh Public Utilities Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets CORPUD 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: 08 - 11 = 2022

Notes:

FINAL ACCEPTANCE LETTER TO FOLLOW

General Acceptance Notes: City of Raleigh Public Utility Department (CORPUD) 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 CORPUD 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 CORPUD Handbook at [www.ci.raleigh.nc.us/corpud](#).



15

Monday, April 4, 2022

City of Raleigh – Zebulon Public Utilities

RE: Weaver’s Pond Phase 5 – Engineer’s Certified Statement of Cost of Utilities Installed

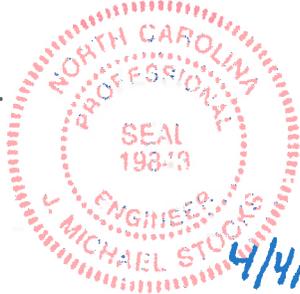
To Whom it may Concern:

The City of Raleigh Request a certified statement as to the quantities and cost of public utilities that have been installed within **Weaver’s Pond Ph Five**.

City of Raleigh Public Sewer in the amount of \$87,514.98 (see attached) and
City of Raleigh Public Water in the amount of \$151,435.97 (see attached).

Sincerely,
STOCKS Engineering, PA

J. Michael Stocks, PE
President



4/4/22

Approved
AS
Submitted
8-1-22

JAS:ProjectFolder\2019-006A\Certified Statement of Utility Cost WPP5.docx

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

15

Stocks Engineering, P.A.			PROJECT NAME Weaver's Pond Ph. 5		
			NEIGHBORHOOD: Phase Five		
P.O.Box 1108 Nashville, North Carolina 27856			SECTION NO. 76 Lots		
252.459.8196 (v) 252.459.8197 (f)			LOTS: 76 L.F. STREET: +/-3,200 LF		
Engineer's Certified Statement of Cost of Utilities Installed			LOCATION: Zebulon, NC		
			OWNER: Weaver's Pond Dev Co		
			ESTIMATOR: JAS 4-4-22		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL

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

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

PUBLIC WATER MAINS AND SERVICES

1	12" DIP (+/- 3,000 LF)	1	LS	\$ 141,116.57	\$ 141,116.57
2	8" DIP (+/- 200 FL)	1	LS	\$ 10,319.40	\$ 10,319.40

Subtotal \$ 151,435.97

PUBLIC SEWER MAINS AND SERVICES

1	8" SDR 35 PVC	1	LS	\$ 87,514.98	\$ 87,514.98
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Subtotal \$ 87,514.98

STREET PAVING, CURB & GUTTER

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

MISCELLANEOUS & FINAL

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

ESC through Miscellaneous and Final Subtotal \$ 238,950.95

Contingency 10.0% \$ 23,895.10

Total Bond Amount \$ 262,846.05

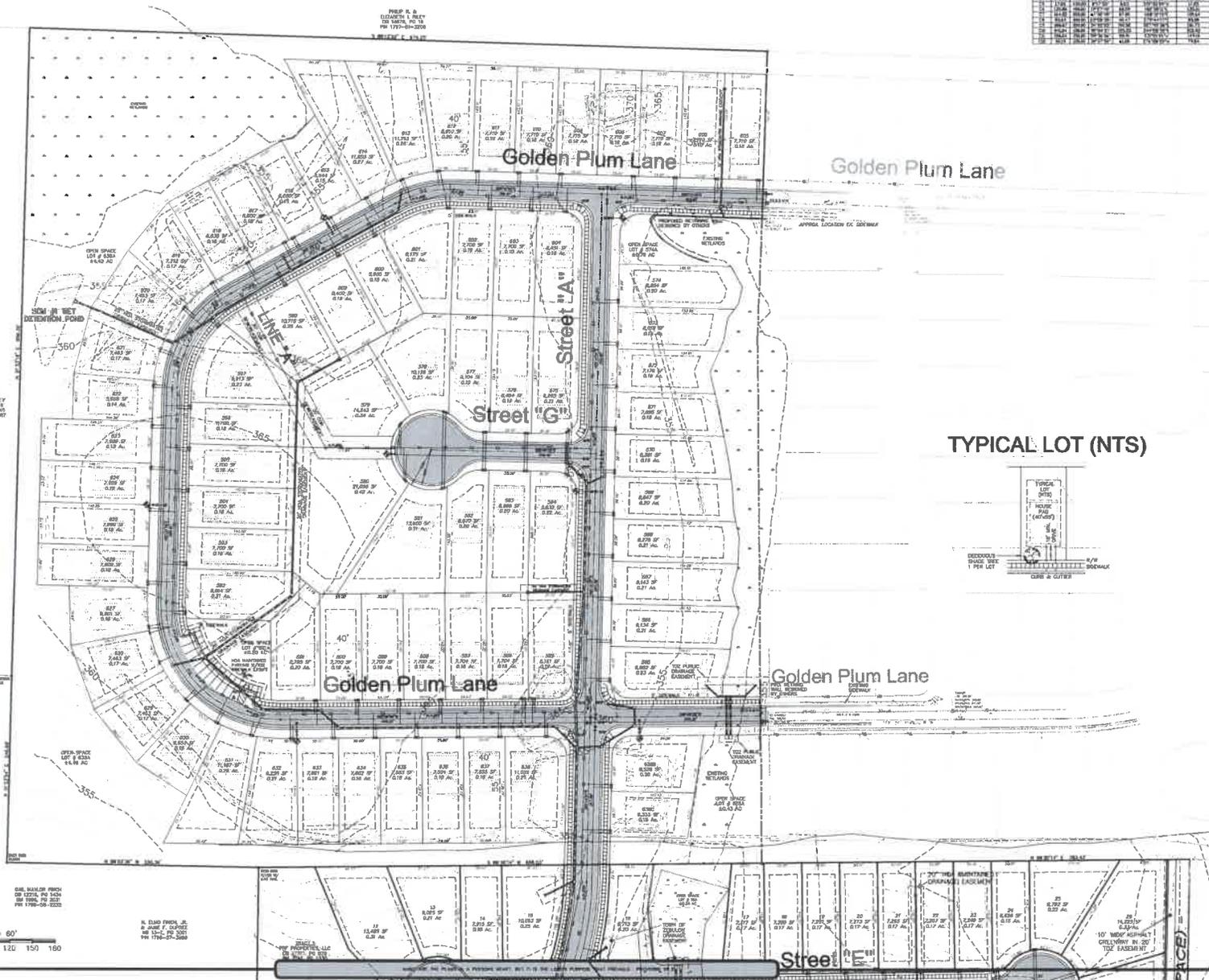
SUMMARY

SEDIMENTATION AND EROSION CONTROL	0.00%	\$ -
CLEARING/GRUBBING EARTHWORK FOR STREETS	0.00%	\$ -
STORM DRAINAGE	0.00%	\$ -
WATERMAINS AND SERVICES	57.61%	\$ 151,435.97
SEWER MAINS AND SERVICES	33.30%	\$ 87,514.98
STREET PAVING, CURB & GUTTER	0.00%	\$ -
MISCELLANEOUS & FINAL	0.00%	\$ -
CONTINGENCY FOR CONST. STAKING THROUGH MISC. & FINAL	9.09%	\$ 23,895.10

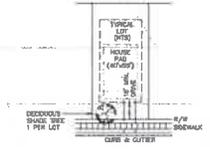
TOTAL FOR THIS ESTIMATE \$ 262,846.05



NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY	10/15/13
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TYPICAL LOT (NTS)



STOCKS ENGINEERING
 411 BIRK BIRM
 85 EAST WASHINGTON STREET
 WAKEFORD, NC 27888
 PHONE: (919) 486-8888
 WWW.STOCKSENGINEERING.COM

BLN-C-1874

WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA



CONSTRUCTION PLAT

AS BUILTS
 4-4-22

FILE NO. 2018-008
 DATE ISSUED: 1/14/22
 SCALE: AS SHOWN

WPS-03

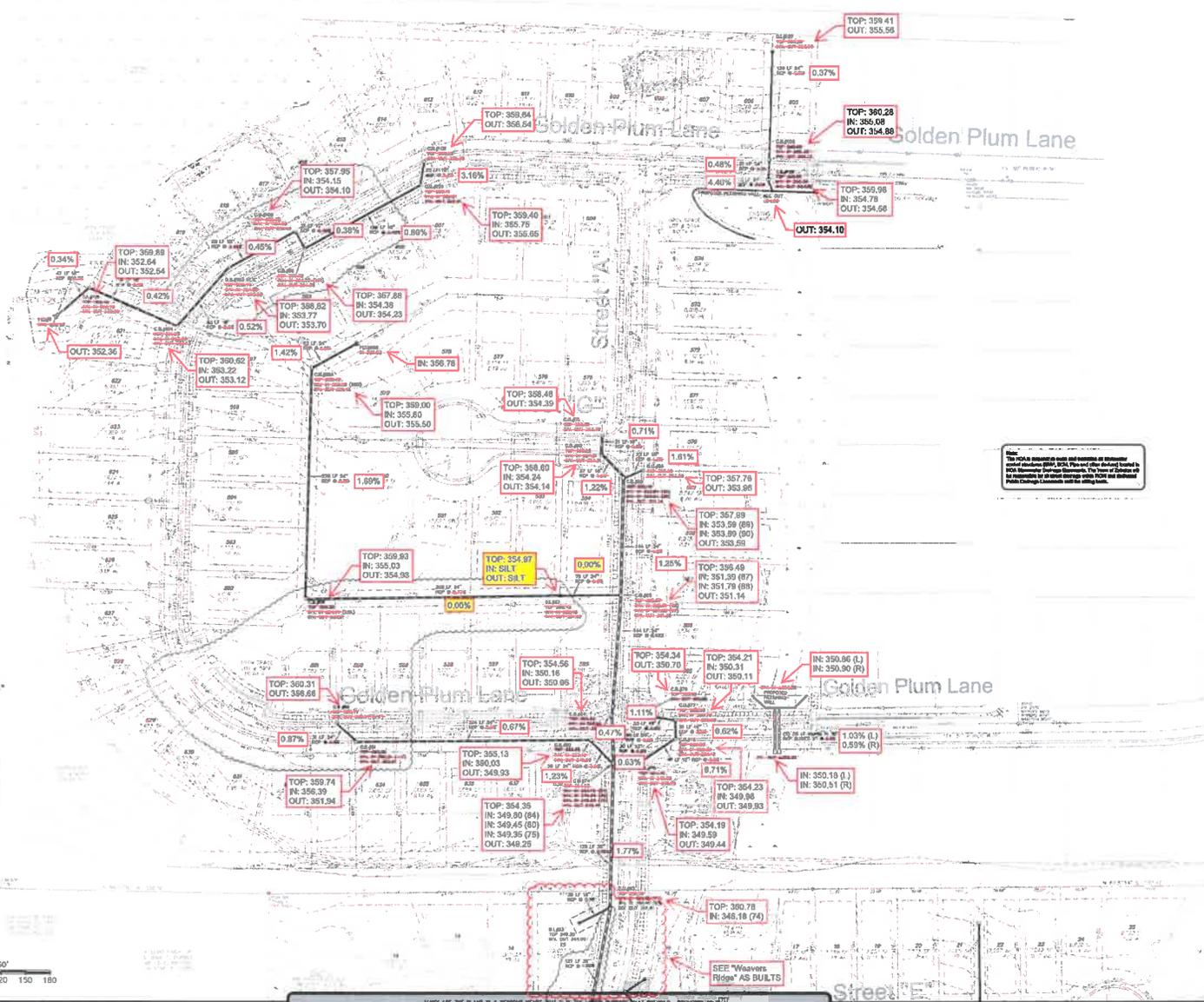
SCALE: 1" = 60'
 0 60 120 150 180

DATE: 10/15/13
 DRAWN BY: M. STOCKS
 CHECKED BY: M. STOCKS
 PROJECT: WEAVERS POND - PHASE FIVE

DATE: 10/15/13
 DRAWN BY: M. STOCKS
 CHECKED BY: M. STOCKS
 PROJECT: WEAVERS POND - PHASE FIVE

Street E

FACE



Note: This work is presented based on information as furnished and shown on the site plan. The Engineer is not responsible for any errors or omissions in the information furnished by the client or for any errors or omissions in the field work or for any errors or omissions in the design or construction of the project. The Engineer is not responsible for any errors or omissions in the design or construction of the project. The Engineer is not responsible for any errors or omissions in the design or construction of the project.

STOCKS ENGINEERING
 827 EAST WASHINGTON STREET
 DURHAM, N.C. 27602
 PHONE: (919) 489-4188
 WWW.STOCKSENGINEERING.COM

BLN-C-1074

**WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA**

PROFESSIONAL SEAL
 1964S
 STATE OF NORTH CAROLINA
 CIVIL ENGINEER
 J. M. Stocks

DRAINAGE PLAN

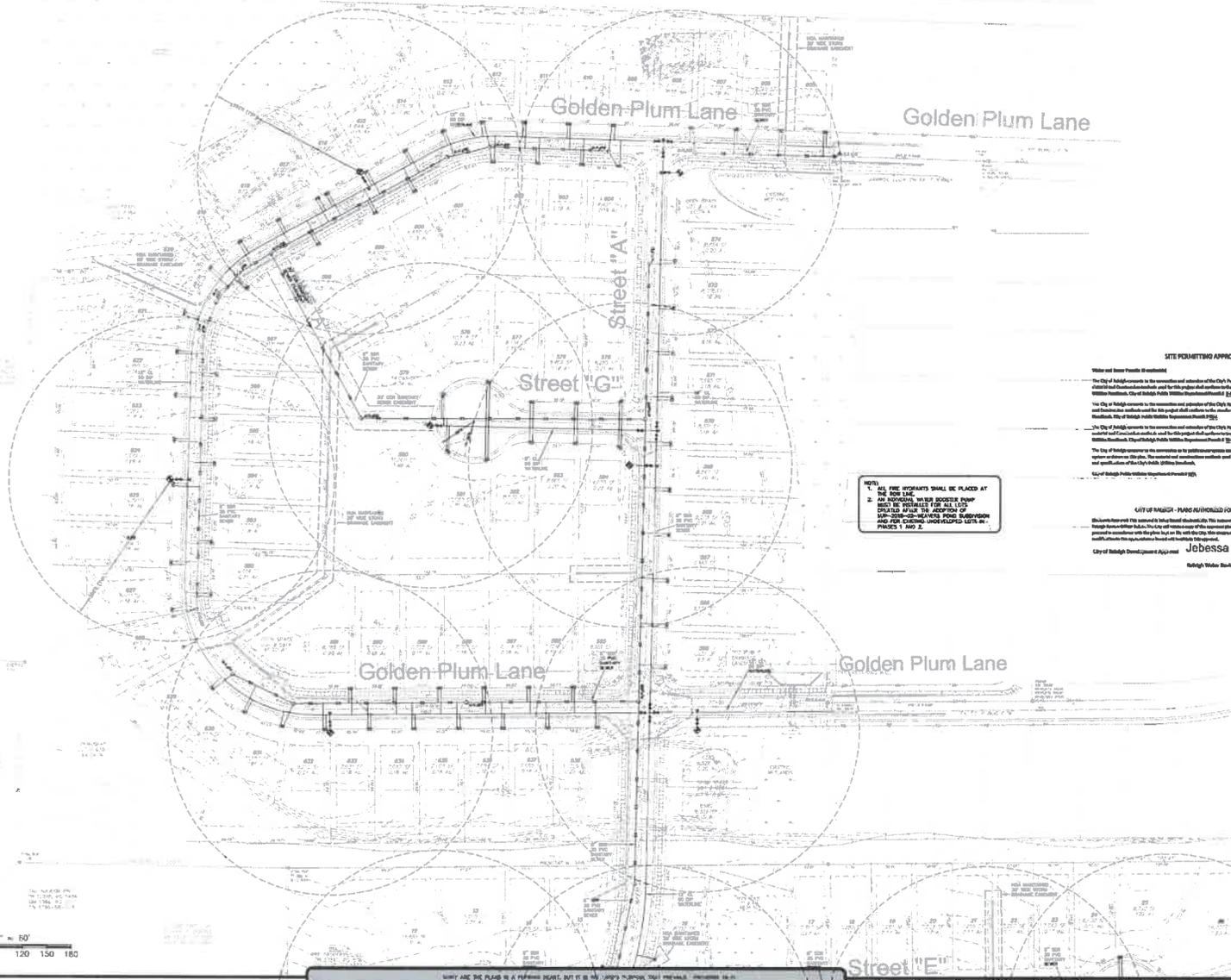
REVISIONS
AS BUILT
4-4-22

TITLE NO. 208-000
SCALE: NONE
DATE: NONE

WPS-05

WATER POINT TABLE

<p>2133 768476.1310 219493 1670 368.1880 "WFH"</p> <p>2153 76912.0520 2195275.4670 361.6800 "WFH"</p> <p>2157 769126.4120 2195730.5400 293.9930 "WM"</p> <p>2161 769379.1700 2196007.0400 363.2100 "WF"</p> <p>2177 769170.4740 2196100.3770 362.2370 "WF"</p> <p>2178 769179.4850 2196105.9010 362.3770 "WF"</p> <p>2183 769181.5140 2196110.1470 365.8000 "WFH"</p> <p>2185 769250.3850 2196102.0260 361.2150 "WF"</p> <p>2195 769060.1130 21958991.7070 264.1140 "WF"</p> <p>2196 769051.6130 2196200.0570 357.4860 "WF"</p> <p>2197 768949.1890 2196095.8570 358.0000 "WF"</p> <p>2203 769292.1620 2195811.9050 361.4140 "WF"</p> <p>2204 769294.2820 2195808.5810 364.5070 "WFH"</p> <p>2213 768830.7820 2196095.0660 361.2300 "WF"</p> <p>2214 768838.1460 2196059.5390 361.8720 "WFH"</p> <p>2224 768151.0870 2195693.8000 361.2100 "WF"</p> <p>9944 769296.1510 2196113.3630 362.3260 "WM60B"</p> <p>9945 769215.3170 2196131.3140 363.0310 "WM60G"</p> <p>9946 769116.7520 2196114.8490 361.1380 "WM60V3"</p> <p>9947 769116.8110 2196116.0070 360.8820 "WM60V4"</p> <p>9948 769065.1450 2196113.8810 360.6670 "WM60V7"</p> <p>9949 769007.0840 2196112.5600 361.1740 "WM60V2"</p> <p>9950 769050.5120 2196111.5890 360.8070 "WM60V2"</p> <p>9951 769050.5190 2196112.6730 360.9930 "WM60V2"</p> <p>9952 768954.0590 2196109.3550 359.8280 "WM60V1"</p> <p>9953 768954.0790 2196110.7900 359.4900 "WM60V1"</p> <p>9954 768958.0950 2196110.0870 359.3350 "WM60V2"</p> <p>9955 768839.4720 2196108.9210 359.4820 "WM60V1"</p> <p>9956 768842.6020 2196108.3170 359.3970 "WM60V2"</p> <p>9957 768850.4820 2196110.1810 359.8190 "WM60V2"</p> <p>9961 768716.1310 2196107.7670 357.8300 "WM68"</p> <p>9962 768796.1150 2196108.4400 358.4810 "WM68"</p> <p>9963 768710.8900 2196108.8010 357.8820 "WM68V2"</p> <p>9964 768700.0000 2196107.1570 357.0700 "WM68V2"</p> <p>9965 768675.2230 2196105.6000 356.8530 "WM68V2"</p> <p>9966 768675.4250 2196105.3710 356.6260 "WM68V2"</p> <p>9967 768674.1030 2196102.8510 355.9640 "WM68V2"</p> <p>9968 768634.3480 2196103.8590 355.7240 "WM68V2"</p> <p>9969 768540.1120 2196104.0720 354.5610 "WF"</p> <p>9970 768546.7400 2196103.2700 357.2150 "WF"</p> <p>9983 768482.6810 2196107.1890 353.7170 "WM640"</p> <p>9984 768418.5920 2196105.9000 351.1360 "WM60V40"</p> <p>9985 768410.3460 2196105.5610 351.4740 "WM60V39"</p> <p>9986 768410.3390 2196103.9900 350.9520 "WM60V39"</p> <p>9987 768380.4200 2196081.2100 351.7100 "WF NO ELEV"</p> <p>9988 768370.3320 2196081.1310 351.2860 "WF"</p> <p>9997 768504.9360 2196022.1360 355.1740 "WM63B"</p>	<p>9990 768511.9310 2196022.0900 355.7200 "WM60V38"</p> <p>9991 768511.9630 2195961.4200 357.7430 "WM60V31"</p> <p>10000 768498.8780 2195961.3550 357.0780 "WM60V31"</p> <p>10001 768498.1190 2195995.0210 358.2120 "WM60V39"</p> <p>10002 768550.2160 2195995.0550 358.6970 "WM60V39"</p> <p>10003 768499.8150 2195985.2600 358.2610 "WM60V39"</p> <p>10004 768547.6390 2195985.2140 358.9910 "WM60V39"</p> <p>10005 768547.8280 2195975.0600 358.9950 "WM60V34"</p> <p>10006 768549.1740 2195975.1440 360.2070 "WM60V34"</p> <p>10007 768550.2190 2195978.3710 361.4710 "WM60V39"</p> <p>10008 768548.1600 2195978.8520 361.4540 "WM60V33"</p> <p>10009 768543.2700 2195981.6110 364.5130 "WF"</p> <p>10011 768548.8180 2195986.4270 362.2380 "WM60V32"</p> <p>10012 768547.6570 2195985.8690 362.7120 "WM60V32"</p> <p>10013 768551.4170 2195980.5260 362.7980 "WM60V31"</p> <p>10014 768550.2560 2195980.3040 361.8520 "WM60V31"</p> <p>10016 768547.6390 2195981.1120 361.0510 "WM60V32"</p> <p>10017 768546.8280 2195984.5690 362.8730 "WM60V30"</p> <p>10018 768599.4110 2195942.8280 363.3960 "WM60V39"</p> <p>10019 768600.1120 2195941.8650 364.2440 "WM60V39"</p> <p>10020 768648.6170 2195912.2550 364.6120 "WM60V32"</p> <p>10021 768648.0010 2195910.0840 364.6170 "WM60V32"</p> <p>10023 768695.6500 2195945.5240 365.4210 "WM60V32"</p> <p>10024 768695.6500 2195945.5440 364.8110 "WM60V32"</p> <p>10027 768749.8330 2195949.3390 364.9510 "WM60V32"</p> <p>10028 768749.9960 2195949.2700 360.4210 "WM60V32"</p> <p>10029 768849.8410 2195949.3810 359.4660 "WM60V32"</p> <p>10030 768850.2080 2195945.5740 364.8830 "WM60V32"</p> <p>10032 768855.1750 2195953.4240 366.0180 "WF"</p> <p>10033 768938.1780 2195947.8040 364.2640 "WM60V34"</p> <p>10034 768937.8990 2195949.1790 360.6370 "WM60V34"</p> <p>10035 768982.1240 2195948.8580 363.5650 "WM60V31"</p> <p>10036 768982.6170 2195950.0900 363.7940 "WM60V32"</p> <p>10037 769013.8600 2195950.3900 363.2000 "WM60V32"</p> <p>20038 769014.1310 2195951.4660 363.8790 "WM60V32"</p> <p>20040 769000.5400 2195951.0310 362.5390 "WM60V32"</p> <p>20041 769061.2170 2195918.0830 361.9050 "WM60V31"</p> <p>20042 769116.0800 2195942.0960 362.0100 "WM60V32"</p> <p>20049 769116.8460 2195941.8320 361.4920 "WM60V32"</p> <p>20050 769148.4450 2195978.8060 359.3130 "WM60V39"</p> <p>20051 769147.6660 2195979.3860 359.8180 "WM60V39"</p> <p>20052 769174.2860 2195948.4710 359.7280 "WM60V38"</p> <p>20058 769173.1180 2195925.7910 359.1010 "WM60V38"</p> <p>20059 769200.1000 2195964.6340 359.4500 "WM60V37"</p> <p>20060 769207.2190 2195962.7900 359.5430 "WM60V38"</p> <p>20063 769209.3170 2195964.3660 359.4500 "WM60V37"</p> <p>20064 769207.2190 2195962.7900 359.5430 "WM60V38"</p> <p>20069 769204.5110 2195968.8380 359.4160 "WM60V39"</p>	<p>10068 769234.3570 2195970.3170 359.4360 "WM60V35"</p> <p>10069 769231.4650 2195971.9560 360.6110 "WM60V34"</p> <p>10070 769260.6200 2195978.0720 360.8940 "WM60V34"</p> <p>10071 769261.4800 2195980.3260 360.4770 "WM60V34"</p> <p>10072 769265.4940 2195927.5860 360.4000 "WM60V31"</p> <p>10073 769284.6600 2195922.8000 361.1170 "WM60V31"</p> <p>10074 769285.7020 2195924.6910 361.2790 "WM60V31"</p> <p>10075 769297.4930 2195974.3430 360.9600 "WM60V32"</p> <p>10080 769396.5660 2195974.9600 361.2780 "WM60V31"</p> <p>10081 769395.3660 2195957.7340 361.9900 "WM60V31"</p> <p>10082 769254.7030 2195990.9960 362.6350 "WM60V30"</p> <p>10083 769395.3660 2195974.9600 361.2780 "WM60V31"</p> <p>10084 769294.1800 2196002.2070 362.2740 "WM60V30"</p> <p>10085 769392.7930 2196003.1340 363.1890 "WM60V30"</p> <p>10086 769244.0410 2196004.1740 362.8700 "WM60V30"</p> <p>10087 769242.0610 2196004.0440 362.2310 "WM60V30"</p> <p>10088 769242.1460 2196004.1150 362.4600 "WM60V30"</p> <p>10089 769241.4290 2196048.4510 362.8780 "WM60V30"</p> <p>10094 769395.4990 2196051.4680 360.1570 "WM60V31"</p> <p>10095 769395.4990 2196051.4740 359.8970 "WM60V31"</p> <p>10096 769395.2600 2195990.0120 361.1510 "WM60V30"</p> <p>10097 769395.2600 2195990.5500 361.4620 "WM60V30"</p> <p>20098 769395.4990 2196051.5200 361.1570 "WM60V31"</p> <p>10099 769851.2650 2195941.6480 361.6700 "WM60V37"</p> <p>10100 76976.3820 2195887.8000 361.9000 "WM60V38"</p> <p>10101 769874.9610 2195987.7100 362.8670 "WM60V37"</p> <p>10102 769861.0200 2195950.4680 362.3400 "WM60V39"</p> <p>10103 769861.0660 2195950.3620 360.8650 "WM60V39"</p> <p>10106 769849.0240 2195936.1140 362.3630 "WM60V30"</p> <p>10107 769880.6660 2195936.3830 362.7100 "WM60V30"</p> <p>10108 769880.1660 2195936.0820 361.5170 "WM60V31"</p> <p>10109 769881.5800 2195934.3650 362.2170 "WM60V31"</p> <p>10110 769891.3800 2195930.8410 361.1140 "WM60V31"</p> <p>10111 769892.6160 2195938.8730 361.2610 "WM60V37"</p> <p>10112 769900.3610 2195993.3310 360.3940 "WM60V33"</p> <p>10113 769901.3800 2195993.8410 361.1140 "WM60V31"</p> <p>10114 769895.5100 2196060.1690 359.4510 "WM60V34"</p> <p>10115 769897.6840 2196060.7190 359.4720 "WM60V34"</p> <p>10122 769860.0300 2195990.5870 357.3170 "WM60V30"</p> <p>10124 769856.8970 2195990.6280 357.4130 "WM60V30"</p> <p>10125 769850.5680 2195998.2780 358.6370 "WM60V37"</p> <p>10126 769860.1380 2195998.3550 357.7570 "WM60V37"</p> <p>10127 769859.7210 2195984.4900 358.6500 "WM60V38"</p> <p>10128 769858.0600 2195984.6870 359.6700 "WM60V39"</p> <p>10130 769858.1840 2195988.6660 359.6300 "WM60V39"</p> <p>10131 769859.8910 2195988.7460 359.3870 "WM60V39"</p> <p>10132 769858.8700 2195973.7110 359.7070 "WM60V39"</p>
<p>10133 769607.1340 2195773.2890 360.7220 "WM60V39"</p> <p>10134 768599.1410 2195776.2250 360.8110 "WM60V31"</p> <p>10135 768957.6240 2195715.4470 361.8140 "WM60V31"</p> <p>10136 769125.9220 2195544.6150 364.1600 "WM60V32"</p> <p>10137 768116.0870 2195542.6090 365.7720 "WM60V32"</p> <p>10138 768773.4300 2195543.3930 365.4980 "WM60V39"</p> <p>10139 768773.1390 2195544.6140 365.1240 "WM60V39"</p> <p>10140 768977.6610 2195547.1190 364.7070 "WM60V34"</p> <p>10141 768977.5870 2195545.6310 365.4400 "WM60V34"</p> <p>10142 768987.2720 2195548.1130 364.2110 "WM60V35"</p> <p>10143 768913.3450 2195548.2380 364.7970 "WM60V39"</p> <p>10144 768888.5440 2195551.0420 363.2990 "WM60V35"</p> <p>10145 768968.3560 2195549.6790 364.1590 "WM60V39"</p> <p>10146 769106.4270 2195588.1310 360.8020 "WM60V37"</p> <p>10147 769104.3080 2195588.1830 361.4940 "WM60V37"</p> <p>10148 769146.3570 219673.7600 359.4150 "WM60V38"</p> <p>20149 769173.7140 2195614.0070 359.7950 "WM60V38"</p> <p>10153 769184.2120 2195747.3530 359.4150 "WM60V38"</p> <p>10154 769186.2050 2195746.6090 359.9760 "WM60V39"</p> <p>10155 769186.8410 2195750.7620 360.3370 "WM60V39"</p> <p>10156 769123.0090 2195758.1690 360.7900 "WM60V39"</p> <p>10160 769146.7490 2195893.4130 361.0310 "WM60V31"</p> <p>10161 769247.0670 2196081.5810 361.2500 "WM60V30"</p> <p>10162 769146.0110 2195947.3110 362.2120 "WM60V30"</p> <p>10183 769146.1630 2195947.6620 361.6560 "WM60V30"</p> <p>10170 769098.0900 2196180.6770 362.2840 "WM60V30"</p> <p>10171 769100.4640 2196180.6790 361.8090 "WM60V30"</p> <p>10172 769098.8450 2196146.7780 361.3540 "WM60V30"</p> <p>10173 769285.5810 2196248.9600 361.4320 "WM60V30"</p> <p>10174 769100.8780 2196248.9600 360.8020 "WM60V30"</p> <p>10175 769098.4430 2196300.8080 360.5250 "WM60V30"</p> <p>10998 768600.9500 2198000.2380 357.2140 "WM"</p> <p>10999 768059.5850 2196000.3930 357.4110 "WM CV"</p>		



NOTES:
 1. ALL FIRE HYDRANTS SHALL BE PLACED AT THE 800 LBS. SIZE.
 2. ALL HYDRANTS, IN THE SPACES OF THIS PLAN, SHALL BE INSTALLED FOR ALL LOTS CREATED BY OR THE JOINDER OF LOTS.
 3. ALL HYDRANTS SHALL BE INSTALLED UNDER THE 100% IN-PIPING 1" AND 2"

SITE PERMITTING APPROVAL

Water and Sewer Permits to be obtained from the City of Raleigh Public Works Department and the City of Raleigh Public Works Department. The City of Raleigh Public Works Department shall be notified of any proposed construction in the City of Raleigh Public Works Department. The City of Raleigh Public Works Department shall be notified of any proposed construction in the City of Raleigh Public Works Department. The City of Raleigh Public Works Department shall be notified of any proposed construction in the City of Raleigh Public Works Department.

CITY OF RALEIGH - PLANS APPROVED FOR CONSTRUCTION

Jobessa Dora
 City of Raleigh Public Works Department



SCALE: 1" = 60'
 0 90 120 150 180

WHY ARE THE PLANS IN A PAPER BAG, BUT IT IS IN A BAG? (CITY OF RALEIGH, NC) (CITY OF RALEIGH, NC)

STOCKS ENGINEERING
 801 EAST WASHINGTON STREET
 WAKEFORD, NC 27884
 A.L. BOX 1108
 PHONE: (919) 467-8118
 WWW.STOCKSENGINEERING.COM

BLN-C-1874

WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA

PROFESSIONAL ENGINEER
 SEAL 19843
 J. Michael Smith
 4/18/20

UTILITY PLAN (WATER, SEWER)

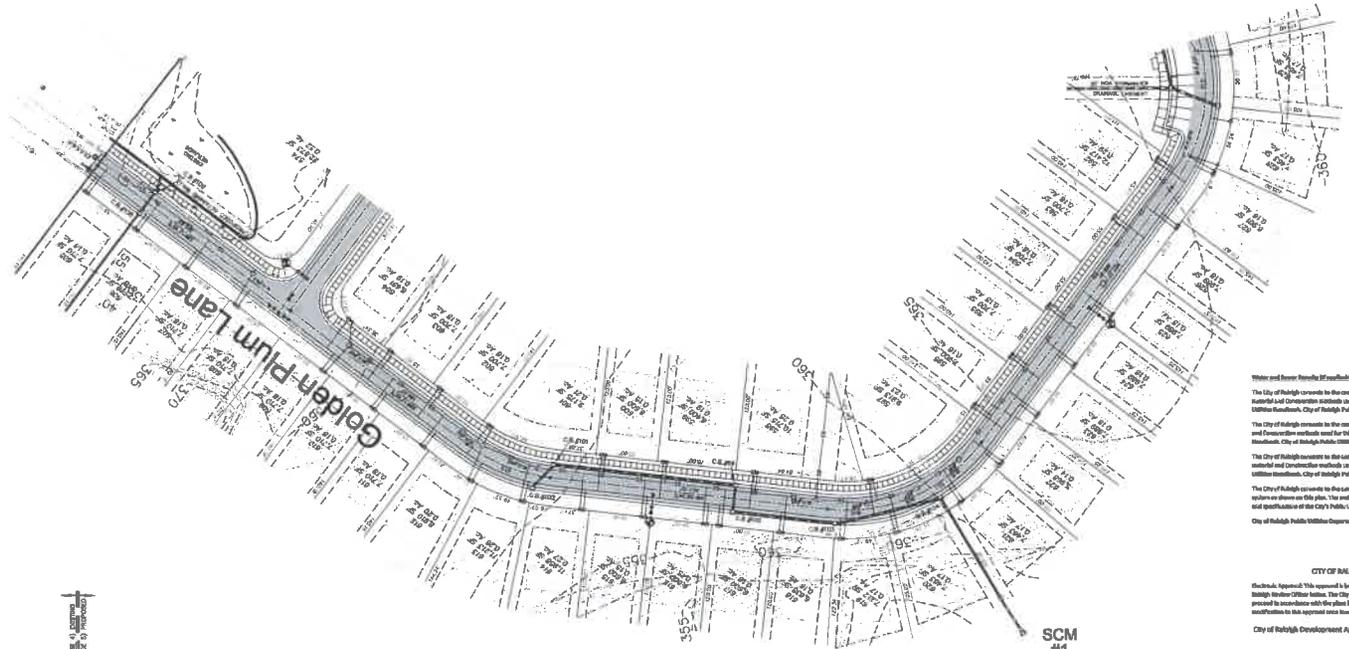
REVISED
AS BUILT
 4-4-22

FILE NO. 2018-005
 DATE SCALE: 1"=60'
 WPL SCALE: NONE

WPS-07

SEWER POINT TABLE

2000 767151.5700 2196467.5560 343.51 2500 "SSCO"	3054 767673.4940 2186715.1700 343.6880 "SSCO"	2100 767927.7820 2186293.3960 343.1810 "SSCO"
2001 767852.6530 2196487.5700 343.3130 "SSCO"	3055 767673.2100 2186655.4510 350.1880 "SSCO"	2101 767925.8020 2186215.9750 342.2830 "SSCO"
2002 767753.2780 2196508.9800 343.4220 "SSCO"	3056 767661.4420 2186115.1870 349.8020 "SSCO"	2102 767925.8020 2186210.3020 341.2490 "SSCO"
2003 767754.4010 2196536.5810 343.2960 "SSCO"	3057 767661.1740 2186175.3690 350.3270 "SSCO"	2103 767925.8020 2186210.8600 344.1850 "SSCO"
2004 767454.8130 2196548.9760 342.7870 "SSCO"	3058 767673.4730 2186978.0830 350.6950 "SSCO"	2104 767924.1090 2186190.0050 348.7890 "SSCO"
2005 767554.1770 2196587.9800 342.8620 "SSCO"	3059 767661.5540 2186956.1560 350.1740 "SSCO"	2105 767923.1530 2186170.3440 343.0000 "SSCO"
2010 767841.7180 2196644.2560 341.3310 "SSMH"†	3058 767671.2050 2186911.5130 350.1010 "SSCO"	2106 767923.1530 2186151.1640 343.2940 "SSCO"
2011 767463.7990 2196659.5870 342.1750 "SSCO"	3060 767113.7690 2186923.2730 346.3550 "SSMH"†	2107 767923.2210 2186131.2010 343.5090 "SSCO"
2012 767163.1870 2196669.0970 341.8170 "SSCO"	3061 767106.7480 2186848.0860 350.7780 "SSCO"	2108 767923.1820 2186141.5600 343.1070 "SSMH"†
2013 767935.5120 2196661.0250 342.8000 "SSCO"	3062 767116.8000 2186818.9070 350.1470 "SSCO"	2109 767923.1230 2186154.3660 346.1150 "SSMH"†
2014 767933.5080 2196661.0770 343.0200 "SSCO"	3063 767087.8110 2186134.6510 347.3690 "SSMH"†	2110 767923.2540 2186176.8780 344.4610 "SSCO"
2016 767311.9750 2196664.1350 341.1120 "SSMH"†	3064 767087.1240 2186138.1320 347.3730 "SSMH"†	2111 767923.8020 2186166.3770 343.4150 "SSCO"
2017 767817.5150 2196663.0010 342.8900 "SSCO"	3065 767077.6100 2186139.5110 347.9750 "SSCO"	2112 767925.1090 2186152.5650 343.1100 "SSCO"
2018 767780.4280 2196662.8150 342.7850 "SSCO"	3066 767103.1880 2186207.6580 346.3530 "SSCO"	2113 767925.2020 2186226.2610 345.7550 "SSCO"
2019 767564.9740 2196666.2820 342.5470 "SSCO"	3067 767103.8220 2186226.7510 348.1110 "SSCO"	2114 767924.7660 2186241.3770 346.2290 "SSCO"†
2020 767245.1700 2196664.7810 340.7300 "SSCO"	3068 767109.3090 2186231.3550 347.8940 "SSCO"	2115 767925.1190 2186262.6000 342.9400 "SSCO"†
2021 767224.5810 2196665.1850 343.0530 "SSCO"	3069 767109.4010 2186237.9400 347.5530 "SSCO"	2116 767925.4250 2186283.1850 343.2760 "SSCO"†
2022 767204.5110 2196665.2790 342.7950 "SSCO"	3070 767111.4810 2186240.5030 346.8030 "SSCO"	2117 767925.0220 2186295.2190 344.8450 "SSCO"†
2023 767185.1140 2196666.1280 340.8400 "SSCO"	3071 767111.4810 2186240.5030 346.8030 "SSCO"	2118 767925.9840 2186299.6730 341.7990 "SSCO"†
2024 767154.9760 2196666.7400 343.1070 "SSCO"	3072 767111.5240 2186240.5030 346.8030 "SSCO"	2119 767925.9840 2186299.6730 341.7990 "SSCO"†
2025 767144.8400 2196667.0210 343.0300 "SSCO"	3073 767111.5240 2186240.5030 346.8030 "SSCO"	2120 767925.9840 2186299.6730 341.7990 "SSCO"†
2026 767103.8470 2196668.1510 341.7100 "SSCO"	3074 767111.5240 2186240.5030 346.8030 "SSCO"	2121 767925.9840 2186299.6730 341.7990 "SSCO"†
2027 767082.8530 2196669.7130 344.0190 "SSCO"	3075 767075.6250 2186283.4560 344.6880 "SSCO"	2122 767925.9840 2186299.6730 341.7990 "SSCO"†
2028 767063.6110 2196669.9040 344.0190 "SSCO"	3076 767116.8000 2186289.2000 346.3440 "SSCO"	2123 767925.9840 2186299.6730 341.7990 "SSCO"†
2029 767051.3900 2196670.8480 344.6960 "SSCO"	3077 767116.8000 2186289.2000 346.3440 "SSCO"	2124 767925.9840 2186299.6730 341.7990 "SSCO"†
2030 767032.8000 2196671.5840 344.5690 "SSCO"	3078 767116.8000 2186289.2000 346.3440 "SSCO"	2125 767925.9840 2186299.6730 341.7990 "SSCO"†
2031 767010.8740 2196673.1630 343.8000 "SSMH"†	3079 767116.8000 2186289.2000 346.3440 "SSCO"	2126 767925.9840 2186299.6730 341.7990 "SSCO"†
2032 767010.8000 2196673.1630 343.8000 "SSMH"†	3080 767116.8000 2186289.2000 346.3440 "SSCO"	2127 767925.9840 2186299.6730 341.7990 "SSCO"†
2033 767010.8000 2196673.1630 343.8000 "SSMH"†	3081 767116.8000 2186289.2000 346.3440 "SSCO"	2128 767925.9840 2186299.6730 341.7990 "SSCO"†
2034 767010.8000 2196673.1630 343.8000 "SSMH"†	3082 767116.8000 2186289.2000 346.3440 "SSCO"	2129 767925.9840 2186299.6730 341.7990 "SSCO"†
2035 767010.8000 2196673.1630 343.8000 "SSMH"†	3083 767116.8000 2186289.2000 346.3440 "SSCO"	2130 767925.9840 2186299.6730 341.7990 "SSCO"†
2036 767010.8000 2196673.1630 343.8000 "SSMH"†	3084 767116.8000 2186289.2000 346.3440 "SSCO"	2131 767925.9840 2186299.6730 341.7990 "SSCO"†
2037 767010.8000 2196673.1630 343.8000 "SSMH"†	3085 767116.8000 2186289.2000 346.3440 "SSCO"	2132 767925.9840 2186299.6730 341.7990 "SSCO"†
2038 767010.8000 2196673.1630 343.8000 "SSMH"†	3086 767116.8000 2186289.2000 346.3440 "SSCO"	2133 767925.9840 2186299.6730 341.7990 "SSCO"†
2039 767010.8000 2196673.1630 343.8000 "SSMH"†	3087 767116.8000 2186289.2000 346.3440 "SSCO"	2134 767925.9840 2186299.6730 341.7990 "SSCO"†
2040 767010.8000 2196673.1630 343.8000 "SSMH"†	3088 767116.8000 2186289.2000 346.3440 "SSCO"	2135 767925.9840 2186299.6730 341.7990 "SSCO"†
2041 767010.8000 2196673.1630 343.8000 "SSMH"†	3089 767116.8000 2186289.2000 346.3440 "SSCO"	2136 767925.9840 2186299.6730 341.7990 "SSCO"†
2042 767010.8000 2196673.1630 343.8000 "SSMH"†	3090 767116.8000 2186289.2000 346.3440 "SSCO"	2137 767925.9840 2186299.6730 341.7990 "SSCO"†
2043 767010.8000 2196673.1630 343.8000 "SSMH"†	3091 767116.8000 2186289.2000 346.3440 "SSCO"	2138 767925.9840 2186299.6730 341.7990 "SSCO"†
2044 767010.8000 2196673.1630 343.8000 "SSMH"†	3092 767116.8000 2186289.2000 346.3440 "SSCO"	2139 767925.9840 2186299.6730 341.7990 "SSCO"†
2045 767010.8000 2196673.1630 343.8000 "SSMH"†	3093 767116.8000 2186289.2000 346.3440 "SSCO"	2140 767925.9840 2186299.6730 341.7990 "SSCO"†
2046 767010.8000 2196673.1630 343.8000 "SSMH"†	3094 767116.8000 2186289.2000 346.3440 "SSCO"	2141 767925.9840 2186299.6730 341.7990 "SSCO"†
2047 767010.8000 2196673.1630 343.8000 "SSMH"†	3095 767116.8000 2186289.2000 346.3440 "SSCO"	2142 767925.9840 2186299.6730 341.7990 "SSCO"†
2048 767010.8000 2196673.1630 343.8000 "SSMH"†	3096 767116.8000 2186289.2000 346.3440 "SSCO"	2143 767925.9840 2186299.6730 341.7990 "SSCO"†
2049 767010.8000 2196673.1630 343.8000 "SSMH"†	3097 767116.8000 2186289.2000 346.3440 "SSCO"	2144 767925.9840 2186299.6730 341.7990 "SSCO"†
2050 767010.8000 2196673.1630 343.8000 "SSMH"†	3098 767116.8000 2186289.2000 346.3440 "SSCO"	2145 767925.9840 2186299.6730 341.7990 "SSCO"†
2051 767010.8000 2196673.1630 343.8000 "SSMH"†	3099 767116.8000 2186289.2000 346.3440 "SSCO"	2146 767925.9840 2186299.6730 341.7990 "SSCO"†
2170 767933.5120 2195988.1020 361.0270 "SSCO"†	3299 768581.9290 2195862.4190 358.4130 "SSMH"†	1992 767145.6730 2197971.2560 336.3400 "SSMH"†
2171 767829.1430 2195988.8120 361.1090 "SSCO"†	3300 768581.9290 2195862.4190 358.4130 "SSMH"†	1993 767146.3880 2197970.4460 337.0000 "SSMH"†
2172 767929.5430 2196008.6320 361.0410 "SSCO"†	3301 768581.9290 2195862.4190 358.4130 "SSMH"†	1994 767211.0050 2198029.1340 335.8400 "SSMH"†
2173 767823.7420 2196002.4630 361.4970 "SSCO"†	3302 768581.9290 2195862.4190 358.4130 "SSMH"†	1995 767214.9880 2198031.9030 336.3000 "SSMH"†
2174 767823.7420 2196002.4630 361.4970 "SSCO"†	3303 768581.9290 2195862.4190 358.4130 "SSMH"†	1996 767218.9710 2198034.6720 336.7600 "SSMH"†
2175 767823.7420 2196002.4630 361.4970 "SSCO"†	3304 768581.9290 2195862.4190 358.4130 "SSMH"†	1997 767222.9540 2198037.4410 337.2200 "SSMH"†
2176 767823.7420 2196002.4630 361.4970 "SSCO"†	3305 768581.9290 2195862.4190 358.4130 "SSMH"†	1998 767226.9370 2198037.4410 337.2200 "SSMH"†
2177 767823.7420 2196002.4630 361.4970 "SSCO"†	3306 768581.9290 2195862.4190 358.4130 "SSMH"†	1999 767230.9200 2198037.4410 337.2200 "SSMH"†
2178 767823.7420 2196002.4630 361.4970 "SSCO"†	3307 768581.9290 2195862.4190 358.4130 "SSMH"†	2000 767234.9030 2198037.4410 337.2200 "SSMH"†
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2192 767823.7420 2196002.4630 361.4970 "SSCO"†	3321 768581.9290 2195862.4190 358.4130 "SSMH"†	2014 767290.6650 2198037.4410 337.2200 "SSMH"†
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2195 767823.7420 2196002.4630 361.4970 "SSCO"†	3324 768581.9290 2195862.4190 358.4130 "SSMH"†	2017 767302.6140 2198037.4410 337.2200 "SSMH"†
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2197 767823.7420 2196002.4630 361.4970 "SSCO"†	3326 768581.9290 2195862.4190 358.4130 "SSMH"†	2019 767310.5800 2198037.4410 337.2200 "SSMH"†
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2199 767823.7420 2196002.4630 361.4970 "SSCO"†	3328 768581.9290 2195862.4190 358.4130 "SSMH"†	2021 767318.5460 2198037.4410 337.2200 "SSMH"†
2200 767823.7420 2196002.4630 361.4970 "SSCO"†	3329 768581.9290 2195862.4190 358.4130 "SSMH"†	2022 767322.5290 2198037.4410 337.2200 "SSMH"†
2201 767823.7420 2196002.4630 361.4970 "SSCO"†	3330 768581.9290 2195862.4190 358.4130 "SSMH"†	2023 767326.5120 2198037.4410 337.2200 "SSMH"†
2202 767823.7420 2196002.4630 361.4970 "SSCO"†	3331 768581.9290 2195862.4190 358.4130 "SSMH"†	2024 767330.4950 2198037.4410 337.2200 "SSMH"†
2203 767823.7420 2196002.4630 361.4970 "SSCO"†	3332 768581.9290 2195862.4190 358.4130 "SSMH"†	2025 767334.4780 2198037.44



SITE PERMITTING APPROVAL

Water and Sewer Permits of Authority
 The City of Raleigh consents to the installation and connection of the City's Public Sewer System as shown on this plan. The standard and construction methods used for this project shall adhere to the standards and specifications of the City's Public Utilities Commission, City of Raleigh Public Utilities Department Permit # 14055.
 The City of Raleigh consents to the connection and installation of the City's Storm System as shown on this plan. The standard and construction methods used for this project shall adhere to the standards and specifications of the City's Public Utilities Commission, City of Raleigh Public Utilities Department Permit # 14055.
 The City of Raleigh consents to the connection and installation of the City's Storm System as shown on this plan. The standard and construction methods used for this project shall adhere to the standards and specifications of the City's Public Utilities Commission, City of Raleigh Public Utilities Department Permit # 14055.
 The City of Raleigh consents to the connection and installation of the City's Storm System as shown on this plan. The standard and construction methods used for this project shall adhere to the standards and specifications of the City's Public Utilities Commission, City of Raleigh Public Utilities Department Permit # 14055.

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION

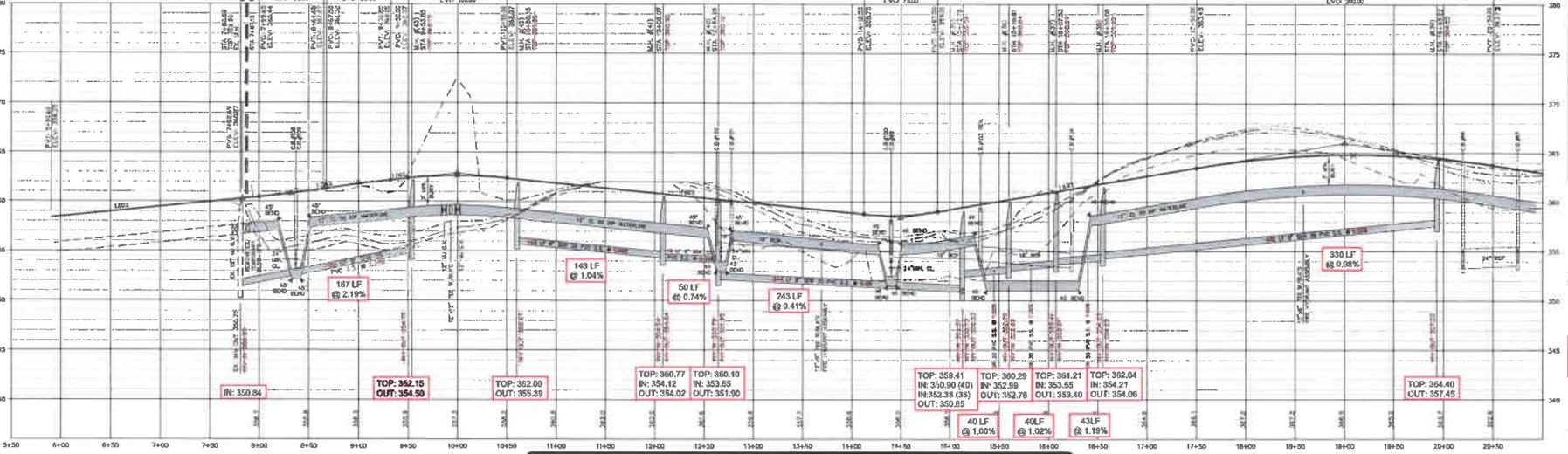
Methods Approved: This approval is being issued electronically. This approval is valid only upon the signature of a City of Raleigh Official Online. The City will make a copy of this approval. Any work authorized by this approval must proceed in accordance with the plan layout on file with the City. This approval is not valid if any work is performed without this approval once issued and recorded.

City of Raleigh Development Approval _____
 Raleigh Water Review Office _____

PROFILE LEGEND

- EXISTING GROUND
- EXISTING PAVEMENT
- EXISTING UTILITY
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING STREET RIGHT
- EXISTING STREET LEFT
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING UTILITY
- EXISTING PAVEMENT
- EXISTING GROUND

Golden Plum Lane



STOCKS ENGINEERING
 807 EAST WASHINGTON STREET
 DURHAM, NC 27603
 PHONE: (919) 489-1188
 WWW.STOCKSENGINEERING.COM

BLN-C-1074
WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA

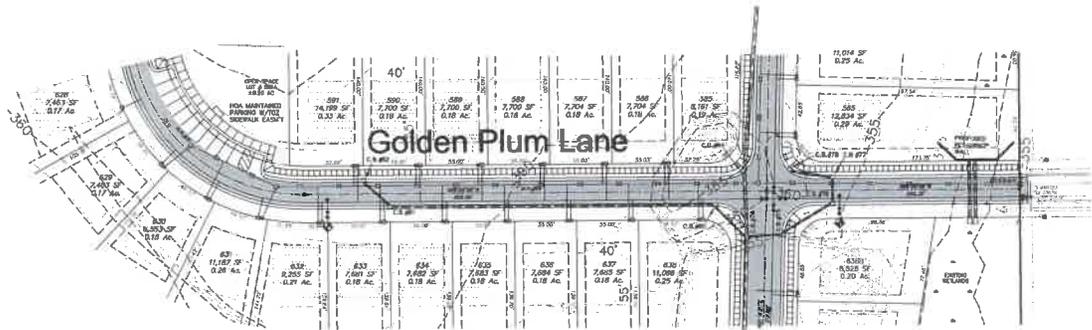


Golden Plum Lane
 REVISIONS
AS BUILT
 4-4-22

REV. NO. 2019-001
 DATE: 08/11/2019
 VERT. SCALE: 1"=4'

WPS-09

NOTE: SEE THE PLAN FOR A TYPICAL SECTION. THIS IS THE LATEST REVISION. THIS APPROVAL IS VALID ONLY UPON THE SIGNATURE OF A CITY OF RALEIGH OFFICIAL ONLINE.



SITE PERMITTING APPROVAL

Water and Sewer Purveys (if applicable)

The City of Raleigh consents to the construction and installation of the City's Public Sewer System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Permit # 2002.

The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Permit # 2002.

The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Permit # 2002.

The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Permit # 2002.

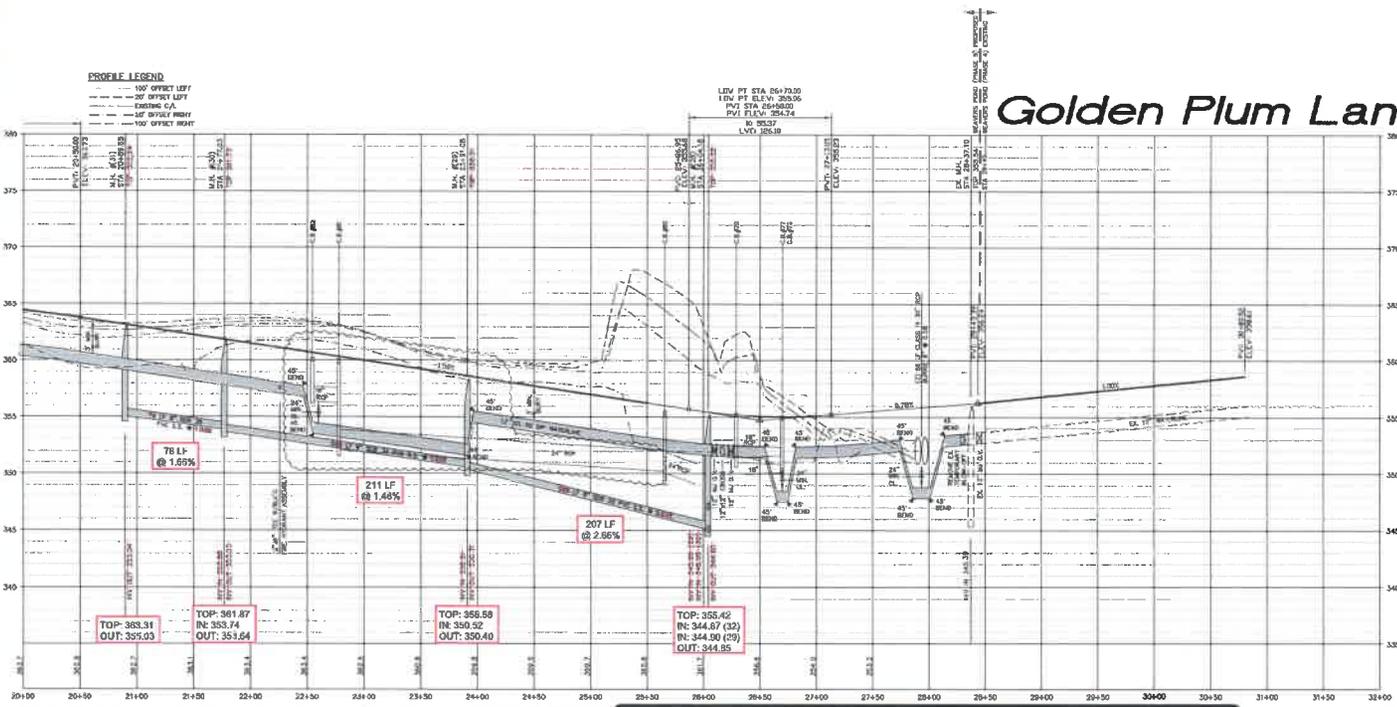
The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Permit # 2002.

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION

Electronic Approval: This approval is being issued electronically. This approval is valid only upon the signature of a City of Raleigh Review Office member. The City will issue a copy of this approval plan. Any work authorized by this approval must proceed in accordance with the plan filed in the City. This electronic approval may not be relied upon for legal purposes. Any modification to this approval must be filed with the City. This approval is valid only upon the signature of a City of Raleigh Review Office member.

City of Raleigh Development Approval
Raleigh Water Review Office

PROFILE LEGEND



Golden Plum Lane

STOCKS ENGINEERING
100 EAST WASHINGTON STREET
RALEIGH, NC 27601
WWW.STOCKSENGINEERING.COM
P.L.C. BOX 1108
PHON: (919) 485-1810

BLN-C-1874

WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA



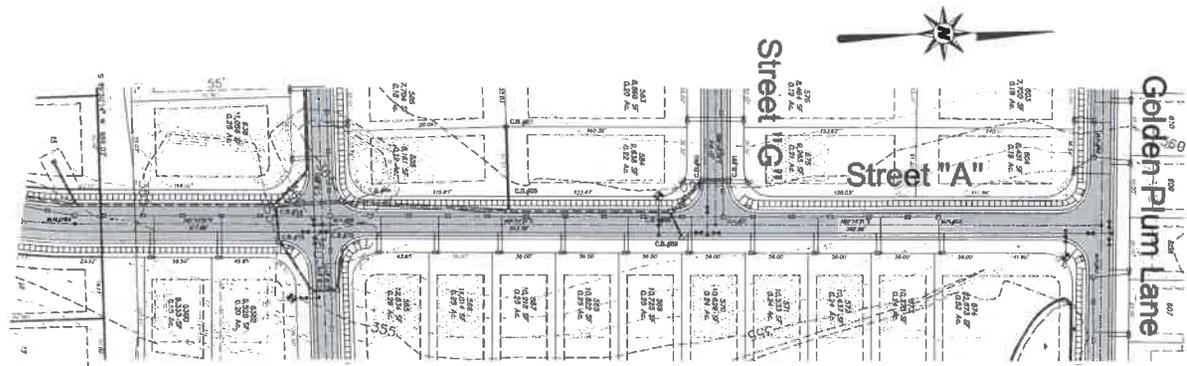
Charles H. Williams
1/16/20

AS BUILTS
4-4-22

DATE PLOTTED: 03/11/22
PLOT SCALE: 1"=20'
DATE: 03/11/22

WPS-18

WEAVERS POND - PHASE FIVE - 1/16/20



SITE PERMITTING APPROVAL

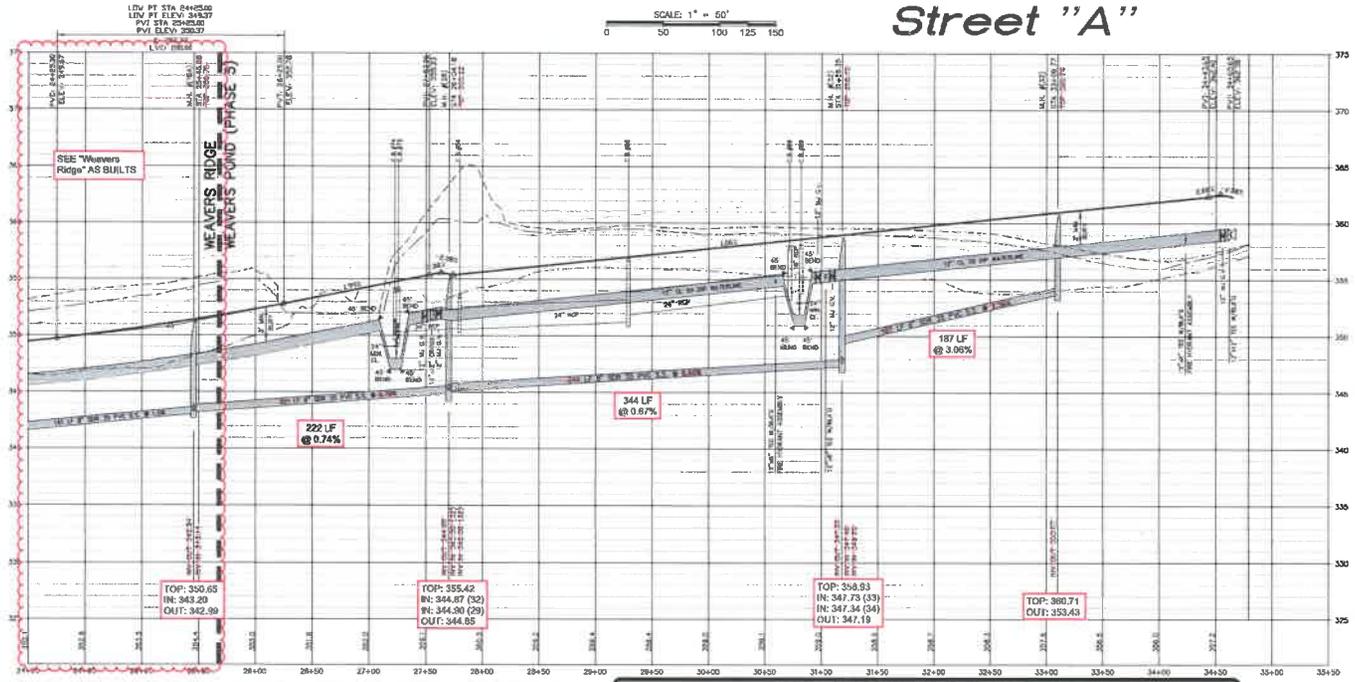
Water and Sewer Permits (if applicable)
 The City of Raleigh consents to the construction and installation of the City's Public Sewer System as shown on this plan. The material and construction methods used for the project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Paragraph 9.2.2.2.2.
 The City of Raleigh consents to the construction and installation of the City's Storm System as shown on this plan. The material and construction methods used for the project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Paragraph 9.2.2.2.3.
 The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The material and construction methods used for the project shall conform to the standards and specifications of the City's Public Utilities Handbook, City of Raleigh Public Utilities Department Paragraph 9.2.2.2.4.
 The City of Raleigh consents to the construction of its public sewer system and installation of the private sewer collection system as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook.
 City of Raleigh Public Utilities Department Paragraph 9.2.2.2.5

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION

Electronic Approval: This approval is being issued electronically. This approval will only represent the signature of a City of Raleigh Review Official below. The City will neither issue a copy of the approved plans, nor will it conduct any field inspection or approval in accordance with the plan set on file with the City. This electronic approval is a legally binding approval by the Review Official to the extent that the plan set on file with the City. I am approving this document.
 City of Raleigh Development Approval: **Jebessa Dara**, Review Official
 City of Raleigh Water Review Office: 2021/03/25 11:47:19-0907



Street "A"



BEFORE YOU DRILL, CALL 811. BE CAREFUL AND THE PLAN IS A PRELIMINARY, BUT IT IS THE USER'S RESPONSIBILITY TO PROVIDE PROTECTED 811.

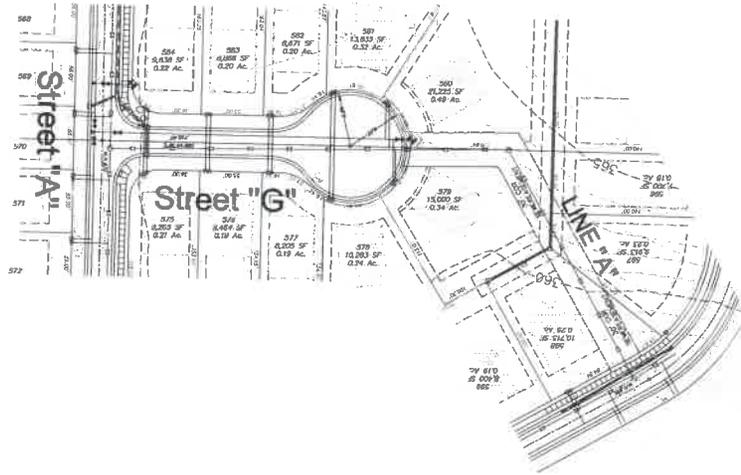
STOCKS ENGINEERING
 600 S. EAST WASHINGTON STREET
 RALEIGH, NC 27601
 WWW.STOCKSENGINEERING.COM
 U.S. REG. NO. 1105
 PHONE: (919) 489-4188

BLN-C-2574

WEAVERS POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA



Sheet "A"
 REVISIONS
AS BUILT
 4-4-22
 DATE: 04/04/22
 SCALE: AS SHOWN
 PROJECT: WEAVERS POND
 SHEET: 17 OF 17
WPS-11



SITE PERMITTING APPROVAL

Water and Sewer Permits Required

The City of Raleigh consents to the construction and installation of the City's Public Sewer System as shown on this plan. The standard and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Ordinance, City of Raleigh Public Utilities Department Chapter 16-200.

The City of Raleigh consents to the construction and installation of the City's Public Water System as shown on this plan. The standard and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Ordinance, City of Raleigh Public Utilities Department Chapter 16-200.

The City of Raleigh consents to the construction and installation of the City's Public Stormwater System as shown on this plan. The standard and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Ordinance, City of Raleigh Public Utilities Department Chapter 16-200.

City of Raleigh Public Utilities Department Form 9 (04)

CITY OF RALEIGH - PLANS ALLOWED FOR CONSTRUCTION

Exhibit Agreement: This approval is being issued electronically. This approval will only open the Department of a City of Raleigh Review Office when the City will make a copy of this approval plan. Any work not shown on this approval must proceed in accordance with the plan and on file with the City. This approval is approved by the City of Raleigh based on the information in this approval and based on the information provided by the applicant.

City of Raleigh Development Approval: **Jebessa Dara**, Director
 City of Raleigh Review Office: **Jebessa Dara**, Director

PROFILE LEGEND
 --- 10' OFFSET LEFT
 --- 2' OFFSET LEFT
 --- EXISTING P.A.
 --- 2' OFFSET RIGHT
 --- 10' OFFSET RIGHT

Street "G" LINE "A"



SHALL BE THE PLANS IN A POSSIBLE MANNER, BUT IT IS THE USER'S RESPONSIBILITY TO VERIFY THE INFORMATION.



BLN-C-1874

WEAVER'S POND - PHASE FIVE
ZEBULON, WAKE COUNTY, NORTH CAROLINA

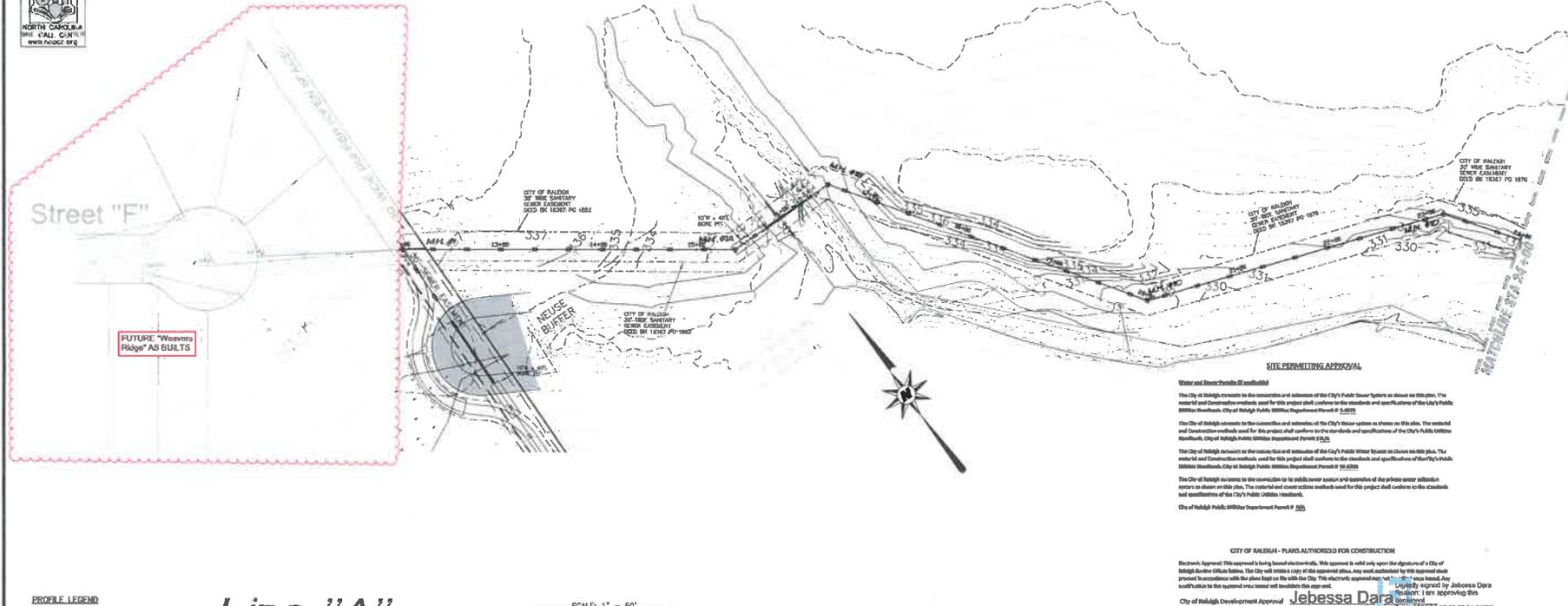


Approved "C" Line "A"

AS BUILT
 4-4-22

DATE: 04-04-22
 SCALE: 1"=40'

WPS-12



SITE PERMITTING APPROVAL

State and Local Councils of Jurisdiction

The City of Raleigh consents to the construction and extension of the City's Public Sewer System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Department, City of Raleigh Public Utilities Department Form # 20-002.

The City of Raleigh consents to the construction and extension of the City's Public Sewer System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Department, City of Raleigh Public Utilities Department Form # 20-002.

The City of Raleigh consents to the construction and extension of the City's Public Sewer System as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Department, City of Raleigh Public Utilities Department Form # 20-002.

The City of Raleigh consents to the construction or to public sewer system and extension of the project sewer collection system as shown on this plan. The material and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Department.

City of Raleigh Public Utilities Department Form # 20-002

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION

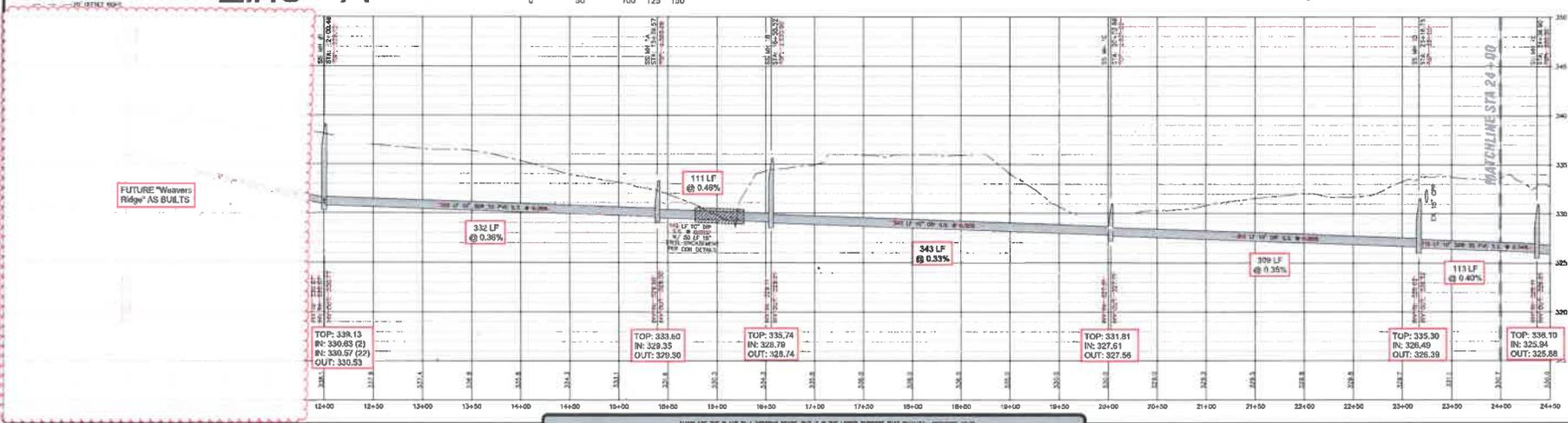
Electronic Approval: This approval is being based on records. This approval is valid only upon the signature of a City of Raleigh Review Officer. The City will retain a copy of the approval plan. Any work authorized by this approval shall proceed in accordance with the plan kept on file with the City. This electronic approval is not valid unless the work is done in accordance with the approved plan and includes this approval.

Approved by: **Jebessa Dara**
 Date: 2021.07.05 10:59:21-04'00'

Raleigh Water Review Office

PROFILE LEGEND

--- 30" OPEN TRENCH
 --- EXISTING S.W.
 --- 18" OPEN TRENCH



STOCKS ENGINEERING

1111 SOUTH MAIN STREET
 WAKEFORD, NC 27882

TEL: 919-487-1100
 FAX: 919-487-1101

BLN-C-1874

WEAVERS RIDGE - PHASE 1, 2, and 3
ZEBULON, WAKE COUNTY, NORTH CAROLINA



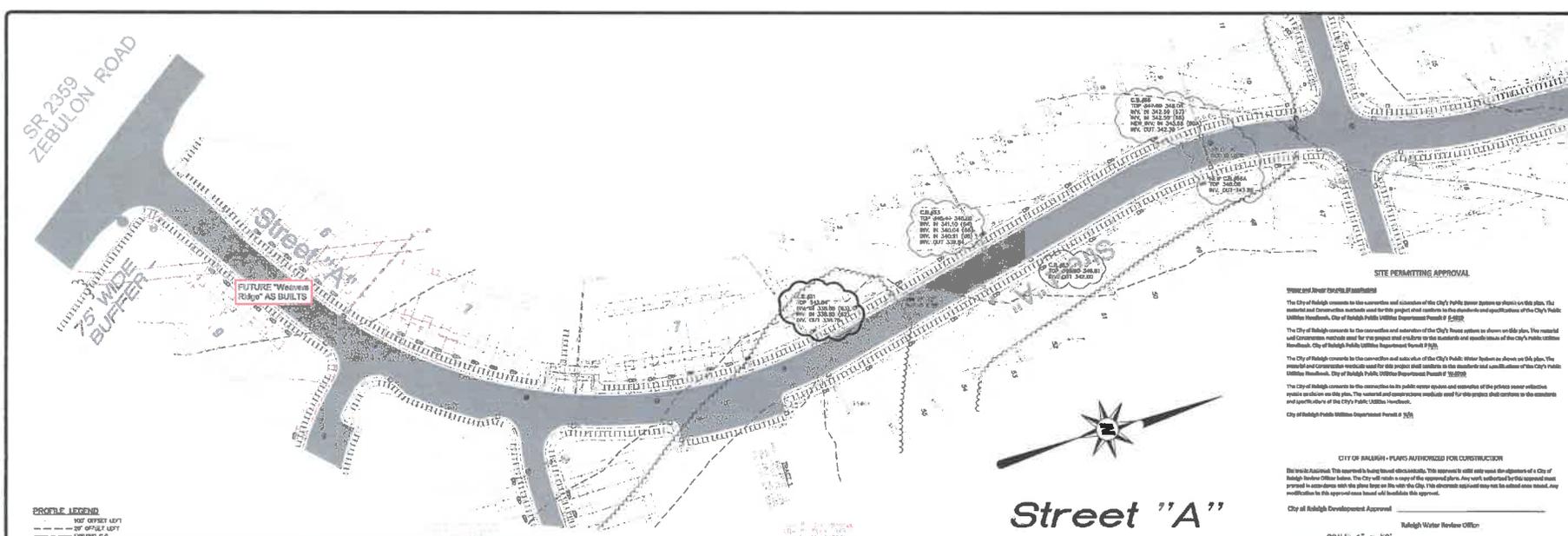
Line "A" PLAN and PROFILE

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	1/2/20	JSD	FOR THE 1/2/20 TO 2/20/20
2	11/09/20	JSD	FOR THE 11/09/20 TO 2/20/20

DATE PLOTTED: 08/28/2021
 PLOT SCALE: 1"=40'
 PLOT SCALE: 1"=40'

WR-15



**RESOLUTION 2023-09
ACCEPTING ROADWAY, AND STORM DRAINAGE
INFRASTRUCTURE FOR WEAVERS POND PHASE 5**

WHEREAS, Weavers Pond Development Co., LLC, the developers of Weavers Pond Phase 5, 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 Weavers Pond Phase 5, consisting of 1,655 linear feet (LF) of drainage infrastructure, and 3,200 LF of roadway:

- 2100 LF at Golden Plumb Lane
- 875 LF at Weaver Trace Drive
- 225 LF at Cleyera Court

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

WHEREAS, Weavers Pond Development Co, 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 Letter of Credit from North State Bank for completion of final asphalt roadway overlay, five-foot sidewalk, access ramps, stormwater pond conversions, signage, and mail kiosk; 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 6.4.1 and 6.10.4.

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

Adopted this 12th day of September 2022.

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
RESOLUTION 2023-10
LOCAL ASSISTANCE FOR STORMWATER
INFRASTRUCTURE INVESTMENT (LASII)
SEPTEMBER 12, 2022

Topic: Resolution 2023-10— 2022 Local Assistance For Stormwater Infrastructure Investment (LASII)
Speaker: Chris D. Ray (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 adopting a resolution for a grant application for the West Horton Street Drainage Improvements Project.

Background:

The State of North Carolina, through SL-2021-180, appropriated \$1.69 billion in State ARPA funds to water, wastewater, and stormwater infrastructure to be administered by the North Carolina Department of Environmental Quality (NC DEQ). The Local Assistance for Stormwater Infrastructure Investment (LASII) program has allocated \$82 million for competitive funding for stormwater projects.

The grant application deadline is September 30, 2022. Applications will be ranked based on the Stormwater Construction Project Priority Rating system, with a maximum of 100 points based on project purpose, project benefits, system management, and affordability. The Town of Zebulon has hired Holly Miller, PE, CFM, CPESC with TetraTech to assist staff with the application process.

Discussion:

The discussion before the Board is whether to adopt the attached resolution for stormwater grant application.

Policy Analysis:

The Town would be growing smart by utilizing grant funds to cover design and construction costs associated with stormwater system improvements.

Financial Analysis:

The LASII Grant provides up to 100% funding of the design and construction of the project. The current projected cost of \$1.6 million could be redirected to other infrastructure project needs. Awards will be announced in February, 2023. All grant funds shall be expended by December 30, 2026.

Staff Recommendation:

Staff Recommends approving the Resolution.

Attachments:

1. Resolution 2023-10

**RESOLUTION 2023-10
LOCAL ASSISTANCE FOR STORMWATER
INFRASTRUCTURE INVESTMENT GRANT (LASII)**

WHEREAS The Town of Zebulon (Town) has a need for, and intends to design and construct, a project described as West Horton Street Drainage Improvement Project, and

WHEREAS The Town of Zebulon intends to request State grant assistance for the project,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ZEBULON:

That Town of Zebulon, the applicant, will arrange financing for all remaining costs of the project, if approved for a State grant award;

That the applicant will provide for efficient operation and maintenance of the project on completion of construction thereof;

That the applicant will adopt and place into effect on, or before, completion of the project a schedule of fees and charges and other available funds, which will provide adequate funds for proper operation, maintenance, and administration of the system;

That Joseph M. Moore, II, P.E, or his designee, the authorized official, and successors so titled, is hereby authorized to execute and file an application on behalf of the applicant with the State of North Carolina for grant to aid in design and construction of the above-described project;

That the authorized official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project, to make the assurances as contained above, and to execute such other documents as may be required in connection with the application; and

That the applicant has substantially complied with, or will substantially comply with, all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this 12th day of September 2022.

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC - Town Clerk

**RESOLUTION 2023-10
LOCAL ASSISTANCE FOR STORMWATER
INFRASTRUCTURE INVESTMENT GRANT (LASII)**

CERTIFICATION BY RECORDING OFFICER

The undersigned duly-qualified and acting Town Clerk of the Town of Zebulon does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally-convened meeting of the Town of Zebulon duly held on the 12th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of September, 2022.

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
RESOLUTION 2023-11
STREET CLOSURE: HOLIDAY EVENT
SEPTEMBER 12, 2022

Topic: Resolution 2023-11 – Holiday Event
Speaker: Sheila Long, Parks & Recreation Director (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 the annual Candy Cane Lane & Downtown Tree Lighting Festival.

Background:

Community surveys collected during the development of Zebulon's 2030 Strategic Plan revealed an interest in "more community events/activities". The Town sponsors the following events in downtown:

- Spring Fest (formerly "May Days")
- Rock the Block (Concert Series)
- Candy Cane Lane & Tree Lighting Festival

The Candy Cane Lane & Tree Lighting Festival will take place on Saturday, November 19th. The event will be free to the public and will take place from 4-9 PM. The event will require closing the following:

- Arendell Avenue from Vance St. to Sycamore St
- Horton St. from N. Church St. to N. Poplar St.
- The downtown public lot and adjacent alley to Horton St

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

Discussion:

The Board will consider closing public right of way on November 19th and allowing the consumption of alcohol within the event boundary during the operating hours of Candy Cane Lane and Tree Lighting Festival.

Policy Analysis:

The proposed event replicates the 2019 Tree Lighting Festival format. This event is consistent with the goals of the *Vibrant Downtown* and *Small-Town Life Focus Areas* of the *Zebulon 2030 Strategic Plan*. The proposed event specifically addresses 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:

Funds to support Candy Cane Lane and Tree Lighting Festival are in the FY 2023 budget.

STAFF REPORT
RESOLUTION 2023-11
STREET CLOSURE: HOLIDAY EVENT
SEPTEMBER 12, 2022

Staff Recommendation:

Staff recommends approval of the attached Resolution.

Attachments:

1. Resolution 2023-11 to temporarily close right of way

RESOLUTION 2023-11
STREET CLOSURE: CANDY CANE LANE & DOWNTOWN TREE LIGHTING FESTIVAL

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 sponsor Candy Cane Lane & Tree Lighting Festival on November 19th; close public right of way as follows:

- West Horton Street from Arendell Avenue to Church Street from 9:30 AM to 11: 30 PM
- Arendell Avenue from Sycamore Street to Vance St and East Horton St from N. Poplar St to Arendell Avenue from 1 PM-11:59 PM
- The downtown public lot and adjacent alley from 1 PM-11:59 PM;

and permit public consumption of alcohol within the festival boundary during the event’s operating hours from 4PM to 9PM.

Adopted the 12th day of September 2022

SEAL

Glenn L. York – Mayor

Lisa M. Markland, CMC – Town Clerk