

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: MARCH 18, 2021

AGENDA ITEM NUMBER: 15

**SUBJECT: RESOLUTION AUTHORIZING THE ACCEPTANCE OF FOUR EASEMENTS FROM THE CITY OF WINSTON-SALEM RELATING TO THE CONSTRUCTION AND OPERATION OF THE NEW FORSYTH COUNTY COURTHOUSE LOCATED ON CHESTNUT STREET**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

### SUMMARY OF INFORMATION:

On December 17, 2020, the Forsyth County Board of Commissioners authorized Balfour Beatty/Samet Corporation, A Joint Venture Partnership to proceed with the construction of the new courthouse on Chestnut Street. This item authorizes the acceptance of four easements from the City of Winston-Salem, which are required to proceed with construction, including construction of a tunnel connecting the Law Enforcement Detention Center to the new courthouse.

Staff recommends acceptance of these four easements.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FOUR EASEMENTS FROM THE CITY OF WINSTON-SALEM RELATING TO THE CONSTRUCTION AND OPERATION OF THE NEW FORSYTH COUNTY COURTHOUSE LOCATED ON CHESTNUT STREET**

**WHEREAS** on December 17, 2020, the Forsyth County Board of Commissioners authorized Balfour Beatty/Samet Corporation, A Joint Venture Partnership to proceed with the construction of the new courthouse on Chestnut Street; and

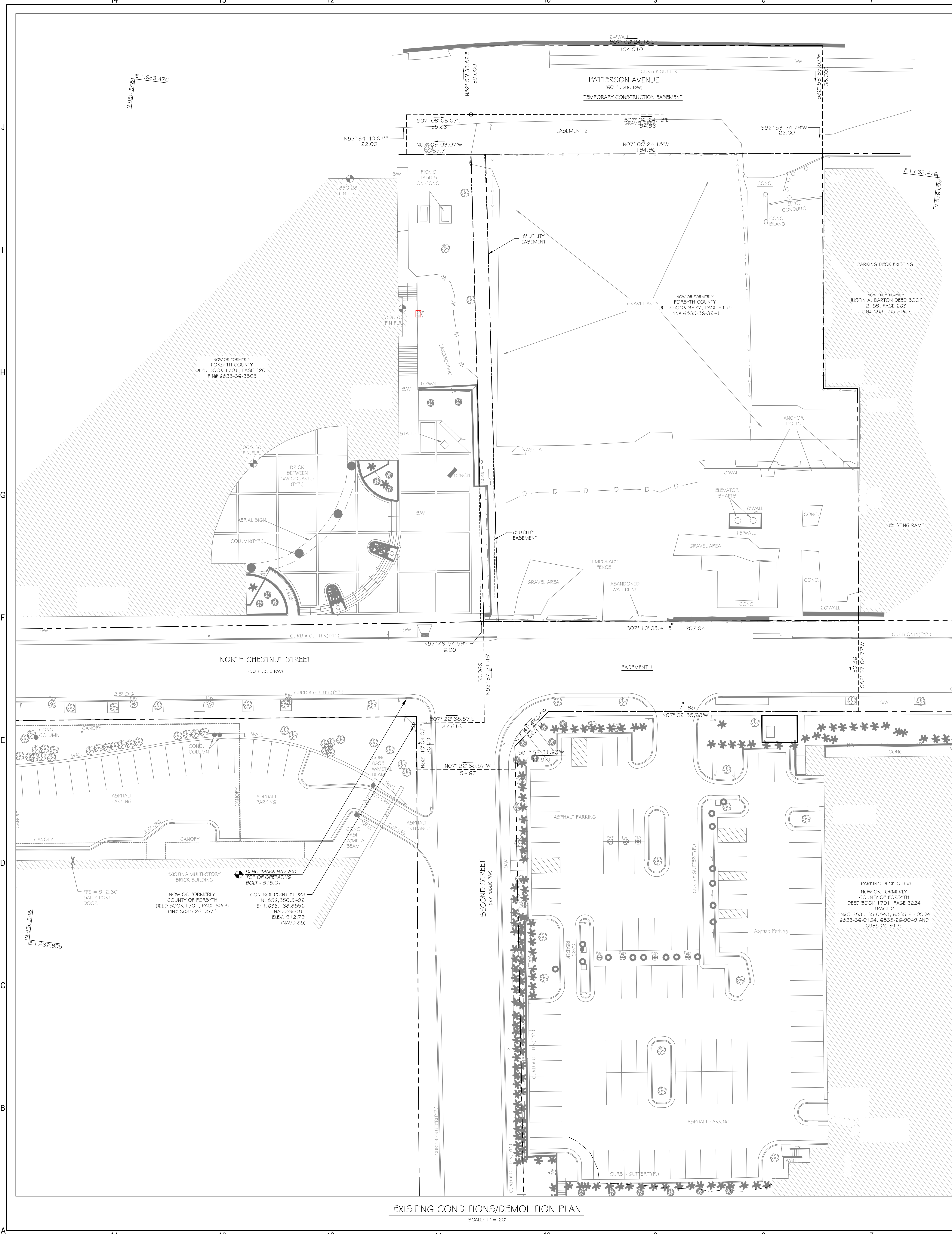
**WHEREAS** Forsyth County is requesting four easements from the City of Winston-Salem in order to proceed with the new courthouse's existing construction, including a subterranean access for the tunnel connection from the Law Enforcement Detention Center to the new courthouse underneath portions of Second and North Chestnut Streets, access for foundational support and shoring along North Chestnut Street, access for parking and a driveway along Patterson Avenue, and a temporary construction easement along Chestnut Street for construction staging and installation;

**NOW, THEREFORE, BE IT RESOLVED**, that the Forsyth County Board of Commissioners hereby authorizes the acceptance of four easements to access portions of the City of Winston-Salem's owned real property located along Patterson Avenue, Second Street, and North Chestnut Street to construct and operate the new courthouse facility within designated portions of the easement area, for consideration of \$1.00;

**BE IT FURTHER RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Easement document and any other necessary documents to accept the above-described access easements from the City of Winston-Salem, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney; and

**BE IT FURTHER RESOLVED**, that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 18<sup>th</sup> day of March 2021.



**EXISTING CONDITIONS/DEMOLITION PLAN**  
SCALE: 1" = 20'

**BENCHMARK DATE**  
GEODETIC DATUM ACQUIRED VIA THE NGS KIT.  
VERTICAL REFERENCING NAD83 (2011) HORIZONTAL

**LEGEND**

|                               |                               |                            |
|-------------------------------|-------------------------------|----------------------------|
| EX PROPERTY CORNER            | EX CLEANOUT                   | EX SANITARY SEWER          |
| APPROX. EASEMENT CORNER       | EX TELEPHONE MANHOLE          | EX TELEPHONE UTILITY BOX   |
| EX DRAINAGE MANHOLE           | EX UTILITY UTILITY BOX        | EX UG TELEPHONE LINE       |
| EX CATCH BASIN                | EX ROUND DRAIN                | EX CABLE UTILITY BOX       |
| EX STORM SEWER (AS NOTED)     | EX SMALL 1" X 1" DRAIN        | EX UG CABLE LINE           |
| EX GRATE INLET                | EX BACKFLOW PREVENTER         | EX IRRIGATION SPRINKLER    |
| EX ROUND DRAIN                | EX AUTO SPRINKLER CONNECTION  | EX UNKNOWN MANHOLE         |
| EX SMALL 1" X 1" DRAIN        | EX FIRE DEPARTMENT CONNECTION | EX SIGN                    |
| EX BACKFLOW PREVENTER         | EX WATER METER                | EX TEST BORE               |
| EX AUTO SPRINKLER CONNECTION  | EX FIRE HYDRANT               | EX MONITORING WELL         |
| EX FIRE DEPARTMENT CONNECTION | EX WATER VALVE                | EX BOLLARD                 |
| EX WATER METER                | EX WATER MANHOLE              | EX PARKING METER           |
| EX FIRE HYDRANT               | EX WATER LINE                 | EX FLAGPOLE                |
| EX WATER VALVE                | EX ELECTRIC MANHOLE           | EX HANDRAIL                |
| EX WATER MANHOLE              | EX POWER METER                | EX DITCH                   |
| EX WATER LINE                 | EX UTILITY POLE               | EX CONTOUR                 |
| EX ELECTRIC MANHOLE           | EX LIGHT POLE                 | EX FENCE                   |
| EX POWER METER                | EX FLOOD LIGHT                | EX BOUNDARY LINE           |
| EX UTILITY POLE               | EX LAAMP POST                 | UNSURVEYED LINE            |
| EX LIGHT POLE                 | EX DUKE ENERGY UTILITY BOX    | SURVEYED RIGHT-OF-WAY LINE |
| EX FLOOD LIGHT                | EX AERIAL UTILITY             | EX DECIDUOUS TREE          |
| EX LAAMP POST                 | EX UG POWERLINE               | EX CREPE MYRTLE            |
| EX DUKE ENERGY UTILITY BOX    | EX ELECTRICAL OUTLET          | EX SHRUB                   |
| EX AERIAL UTILITY             | EX TRAFFIC SIGNAL POLE        | EX SHRUB BED               |
| EX DECIDUOUS TREE             | EX TRAFFIC AREA               | EX CONIFEROUS TREE         |
| EX CREPE MYRTLE               | EX ELECTRICAL SWITCH          | EX LANDSCAPING             |
| EX SHRUB                      | EX HIGH VOLTAGE BOX           | EX SIDEWALK                |
| EX SHRUB BED                  | EX SANITARY MANHOLE           | EX PARKING PAY STATION     |
| EX CONIFEROUS TREE            | EX TRASH CAN                  | BORE HOLE                  |
| EX LANDSCAPING                | PROPERTY LINE                 |                            |

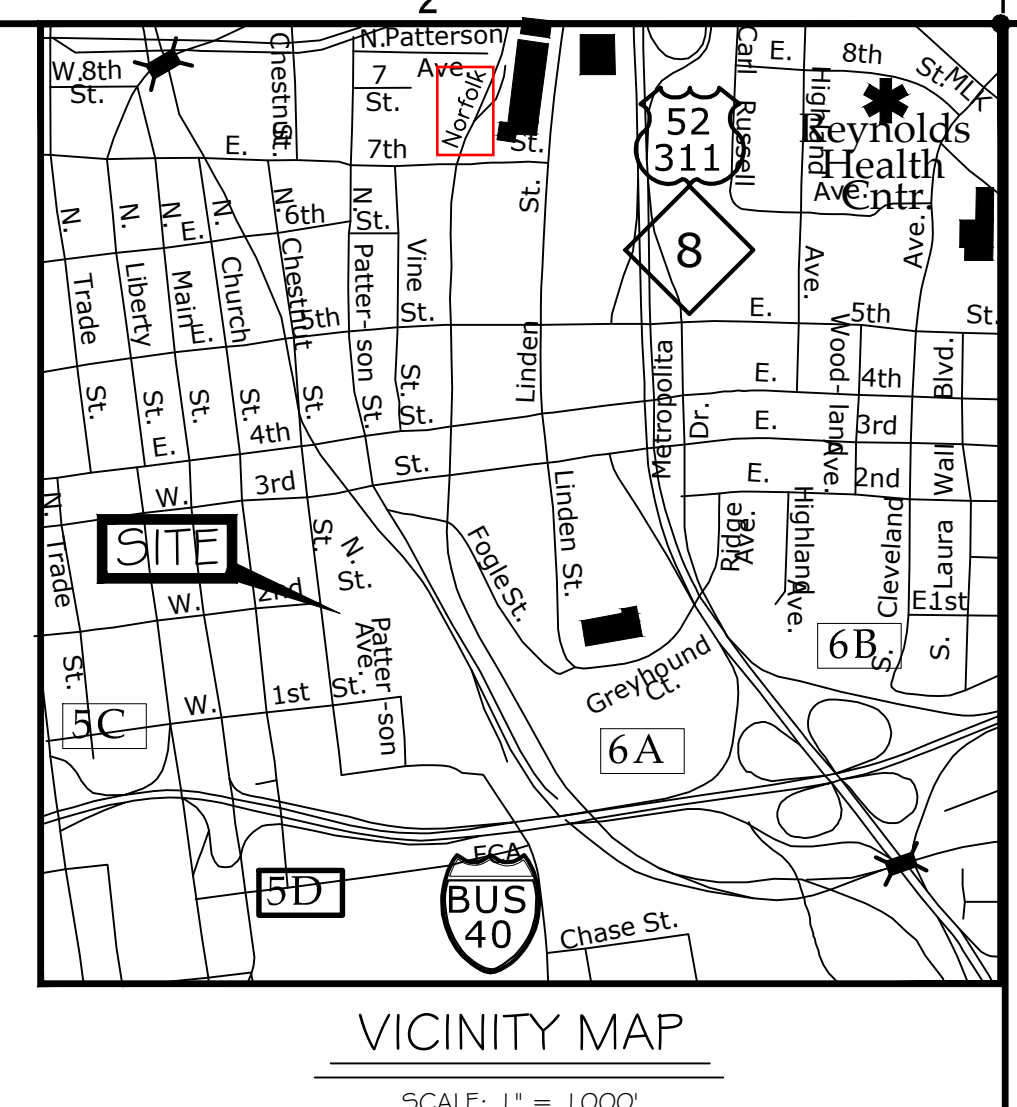
**DEMO LEGEND**

- A 4" WIDE DUKE POWER UTILITY DUCT BANK TO BE PRESERVED/PROTECTED
- B SANITARY SEWER PIPE TO BE REMOVED AS NECESSARY FOR PROPOSED CONSTRUCTION
- C EXISTING STORM SEWER INLET/PIPE TO BE REMOVED
- D EXISTING STORM SEWER INLET/PIPE TO BE PRESERVED/PROTECTED
- E EXISTING COMMUNICATIONS UTILITY TO BE PRESERVED/PROTECTED
- F EXISTING CHAIN LINK FENCE TO BE REMOVED
- G EXISTING CONCRETE/BLOCK/BRICK WALL TO BE REMOVED AS REQUIRED
- H EXISTING CONCRETE/BLOCK/BRICK WALL TO BE PRESERVED/PROTECTED
- I PICNIC TABLES AND CONCRETE PADS TO BE REMOVED
- J REMAINS OF ELEVATOR ASSEMBLY TO BE REMOVED
- K EXISTING BOLLARDS TO BE REMOVED
- L EXISTING WATER LINE TO BE PROTECTED
- M REMOVE AND STORE EXISTING LIGHT AND PARKING METER TO BE REINSTALLED UPON PROJECT COMPLETION
- N REMOVE AND STORE EXISTING SIGNS FOR REINSTALLATION AT COMPLETION OF PROJECT
- O EXISTING SANITARY SEWER LINE TO BE PROTECTED

|   |           |
|---|-----------|
| EXIST. GRAVEL AREA TO BE REMOVED                              | [Pattern] |
| EXIST. PAVEMENT TO BE REMOVED                                 | [Pattern] |
| EXIST. PAVEMENT TO BE MILLED AND OVERLAYED                    | [Pattern] |
| EXIST. PAVEMENT TO BE REMOVED LEAVING SUB-BASE IN UNDISTURBED | [Pattern] |
| EXIST. TREE TO BE REMOVED                                     | X         |

**DEMOLITION NOTES**

1. THE CONTRACTORS SHALL NOTIFY NORTH CAROLINA 811 (800-632-4949) AT LEAST THREE (3) WORKING DAYS PRIOR TO THE START OF WORK.
2. PRIOR TO STARTING CONSTRUCTION, CONTRACTOR IS TO CONTACT STEVE HARPER, DRIVEWAY INSPECTOR, AT (336) 995-2522 TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE.
3. CONTRACTOR SHALL NOTIFY THE CITY OF WASHINGTON-SALEM ENGINEERING FIELD OFFICE (336) 995-2522 AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY WORK TAKING PLACE WITHIN THE RIGHT-OF-WAY TO ARRANGE FOR INSPECTION.
4. NO WORK SHALL BEGIN UNTIL THE PROPER PERMITS HAVE BEEN RELEASED BY ALL RELATED APPROVAL AGENCIES.
5. BOUNDARY AND TOPOGRAPHY INFORMATION SHOWN IS BASED UPON A SURVEY CONDUCTED BY BRADY SURVEYING COMPANY IN MARCH 2016. SURVEY WAS MODIFIED AND REISSUED IN APRIL 2016.
6. OBSTRUCTIONS SHOWN ON THIS DRAWING ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. JOHN DAVENPORT ENGINEERING, INC. DOES NOT WARRANT OR GUARANTEE THE CORRECTNESS OR THE COMPLETENESS OF THE INFORMATION GIVEN. THE CONTRACTOR MUST VERIFY ALL SUCH INFORMATION TO HIS OWN SATISFACTION.
7. CONTRACTOR SHALL NOT PROCEED WITH ANY DEMOLITION WORK UNTIL ALL UTILITY COMPANIES HAVE VERIFIED IN WRITING THAT DISCONNECTIONS HAVE BEEN COMPLETED.
8. CONTRACTOR WILL INSTALL A TEMPORARY CONSTRUCTION FENCE AROUND THE CONSTRUCTION AREA.
9. CONTRACTOR WILL SECURE THE CONSTRUCTION AREA AT THE END OF EACH WORKING DAY AND WILL INSPECT THE SECURITY FENCING TO INSURE ITS INTEGRITY.
10. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH OSHA REGULATIONS AS THEY PERTAIN TO EXISTING ADJACENT BUILDINGS AND PUBLIC SIDEWALKS AND PROVIDING "SAFE" PASSAGE TO THEM.
11. CONTRACTOR WILL INSPECT AND TAKE PICTURES OF ADJACENT BUILDING WALLS AND RETAINING WALLS PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION ON THE SITE. EXISTING WALL CRACKS (IF ANY) WILL BE NOTED.
12. CONTRACTOR WILL CONTINUALLY MONITOR THE WALLS OF THE ADJACENT BUILDINGS AND RETAINING WALLS FOR ANY SIGNS OF STRUCTURAL DISTRESS. IF ANY DISTRESS IS NOTED, CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNER, JOHN DAVENPORT ENGINEERING, INC. AND SHELO CO. BUILDING EXCELLENCE.
13. CONTRACTOR WILL NOT EXPOSE, UNDERMINE, OR IMPACT THE ZONE OF INFLUENCE FOR FOOTINGS AND FOUNDATIONS OF ADJACENT BUILDINGS. CONTRACTOR WILL BE RESPONSIBLE FOR THE COST TO REPAIR ADJACENT BUILDINGS THAT ARE DAMAGED DUE TO HIS OPERATION.
14. CONTRACTOR WILL PROVIDE THE NECESSARY MEANS TO CONTROL DUST AND AIR QUALITY DURING THE DEMOLITION PROCESS.
15. CONTRACTOR WILL SAW CUT EXISTING PAVING TO MINIMIZE DAMAGE TO EXISTING PAVING REMAINING.
16. IN CONJUNCTION WITH THE REMOVAL OF CONCRETE APRONS AND WALKS, THE CONTRACTOR IS RESPONSIBLE TO ADJUST ALL PUBLIC UTILITIES (I.E. MANHOLE FRAMES & COVERS, ELECTRIC HAND BOXES, VALVE COVERS) TO BE FINISHED SIDEWALK GRADINGS.
17. ANY EXISTING CURB AND GUTTER & CONCRETE SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT.
18. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK SHOWN ON THESE DRAWINGS UNLESS OTHERWISE NOTED.
19. THE DEMOLITION INFORMATION SHOWN ON THIS DRAWING IS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. IT IS THE CONTRACTORS' RESPONSIBILITY TO DETERMINE THE EXACT LIMITS OF DEMOLITION AND REMOVAL OF AFFECTED SITE ITEMS.
20. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN HEREON BEFORE STARTING ANY WORK ON THESE PLANS. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR THE COST OF ANY AND ALL DAMAGES WHICH OCCUR AS A RESULT OF A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES TO REMAIN.
21. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.
22. CONTRACTOR SHALL INSTALL SEDIMENT CONTROLS PRIOR TO BEGINNING ANY WORK AND MAINTAIN SEDIMENT CONTROLS THROUGHOUT THE ENTIRE DURATION OF DEMOLITION AND CONSTRUCTION ACTIVITIES.
23. ALL UTILITY LINES, ELECTRICAL DUCT BANKS, STRUCTURES, ETC. ARE TO BE REMOVED IN THEIR ENTIRETY UNLESS OTHERWISE INDICATED. ALL EXCAVATION SHALL BE BACKFILLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. IN THE EVENT THAT A PORTION OF A UTILITY IS TO BE REMOVED THE CONTRACTOR SHALL TERMINATE & CAP TO THE LIMITS INDICATED IN ACCORDANCE WITH ALL STATE & LOCAL REQUIREMENTS AND THE PROJECT REQUIREMENTS.
24. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO COMPLETE SUCH WORK.
25. SHOULD THE CONTRACTOR DISCOVER DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS, THE A/E IS TO BE NOTIFIED IMMEDIATELY TO RESOLVE THE SITUATION. SHOULD THE CONTRACTOR MAKE FIELD CORRECTIONS OR ADJUSTMENTS WITHOUT NOTIFYING THE A/E, THEN THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THOSE CHANGES.
26. CONTRACTOR SHALL CAP EXISTING UTILITY CONNECTIONS AND PROVIDE THEIR HORIZONTAL AND VERTICAL LOCATIONS TO THE OWNER AND THE ENGINEER.
27. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE SITE AND DISPOSE OF IT AT AN APPROVED, PERMITTED DISPOSAL FACILITY. NO RUBBLE IS TO BE LEFT ON SITE.
28. BURNING OF COMBUSTIBLE MATERIALS FROM DEMOLISHED STRUCTURES WILL NOT BE PERMITTED.
29. NO EXPLOSIVES WILL BE USED IN THE SITE DEMOLITION.
30. ALL TREES WITHIN THE LOD ARE TO BE REMOVED UNLESS OTHERWISE NOTED.



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**CONSTRUCTION DOCUMENTS CONFORMANCE SET**  
JANUARY 15, 2021

| Version | Issue Name | Date |
|---------|------------|------|
|         |            |      |
|         |            |      |
|         |            |      |
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**Forsyth County Courthouse**

Copyright 2019  
CJMW Architecture, P.A.  
**EASEMENT DRAWING**  
sheet  
**X.01**  
date: 09-02-2020  
commission: 18-0130  
drawn by: RJG design by: RLB

